

# FOURTH REPORT

OF THE

# REGISTRAR OF BOARDS OF CONCILIATION AND INVESTIGATION

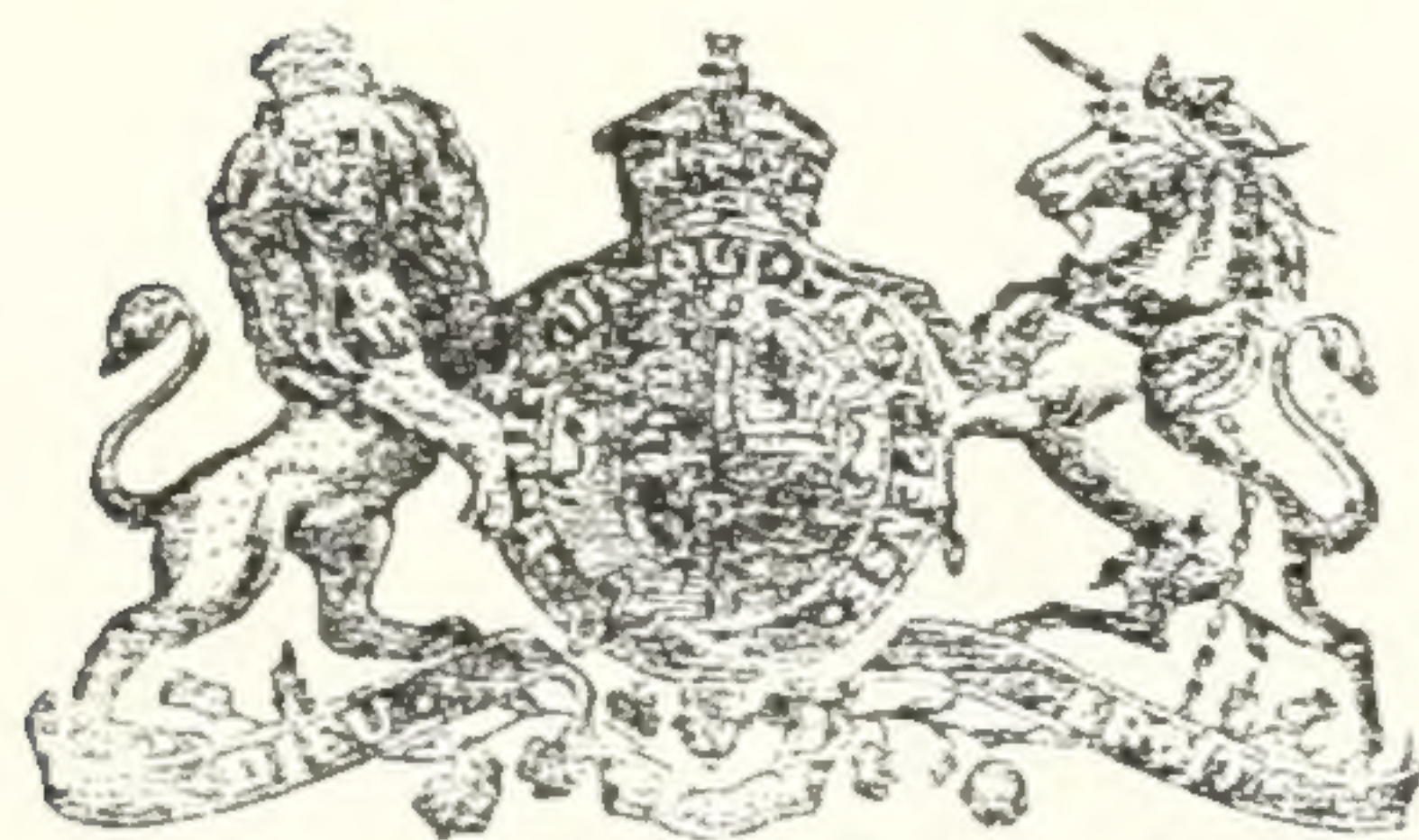
OF THE PROCEEDINGS UNDER

THE INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907

BEING FOR THE

FISCAL YEAR ENDING MARCH 31, 1911.

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O T T A W A

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EXCELLENT MAJESTY.

1911.







*To His Excellency the Right Honourable Sir Albert Henry George, Earl Grey,  
G.C.M.G., &c., Governor-General of Canada.*

MAY IT PLEASE YOUR EXCELLENCY:—

The undersigned has the honour to forward to Your Excellency the accompanying report of the Registrar of Boards of Conciliation and Investigation on the proceedings under the Industrial Disputes Investigation Act 1907, for the fiscal year ended March 31, 1911, all which is respectfully submitted.

W. L. MACKENZIE KING,  
*Minister of Labour.*







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DEPARTMENT OF LABOUR, OTTAWA, May 31, 1911.

To the Honourable W. L. MACKENZIE KING, M.P., C.M.G., Ph.D.,  
*Minister of Labour.*

Since the enactment on March 22, 1907, of the Industrial Disputes Investigation Act it has been the practice to include the annual report of proceedings under this statute with the report of the Department of Labour, the Act being administered by the Minister of Labour, and many of the officials of that Department being brought of necessity closely into contact with its various phases. It has seemed desirable in the present case to present the report as an appendix to the departmental report to be printed separately. First, the inclusion in the departmental report of the annual statement of proceedings required the addition to that report of a somewhat copious appendix representing the findings of the various Boards established under the Act, and, secondly, the inquiries which have continued to reach the Department for statements of the circumstances leading to the origin and enactment of the statute and of the operations under its provisions, have made it desirable that the annual statement of proceedings should be presented in a form somewhat more convenient perhaps for the purposes of distribution than would be the larger volume containing reports both of the work of the Department generally and of the operations under the Act.

#### DEPARTMENTAL METHODS AS TO ENQUIRIES.

The enquiries in question come from many countries and from all classes, chiefly, however, from publicists and students of social matters. Industrial disputes are as widespread as the world of industry itself and the question of the method of best securing harmony between the opposing interests and avoiding the ever-impending disaster of strike and lockout is everywhere one of surpassing interest and vital importance. From many points of view it is gratifying that the Canadian Act should have been the subject of such widespread investigation, but this fact has none the less laid upon the Department of Labour an onerous and increasing responsibility. The Department, in undertaking to furnish information as to the origin, enactment, and operations of the Act, has been careful under no circumstances to claim for the Act that it is in any sense a panacea for industrial evils; it has rather striven to impress upon its correspondents that the Act is not intended and does not undertake to prohibit strikes or lockouts but that it is actually, to quote its complete title, an "Act to Aid in the Prevention and Settlement of Strikes and Lockouts in Mines and Industries Connected with Public Utilities," the title thus clearly indicating that the intent of the Act is "to aid in the prevention" &c. — not to prevent or to prohibit. The Department in its correspondence as to these matters has further endeavoured in no sense on the one hand to advocate or eulogize the Act, nor on the other hand to condemn or criticize it, but rather to furnish inquirers with the fullest official statements on the subject, compiled, so far as may have been possible, in a statistical form, thus allowing the record of the Act to speak mainly for itself.



The general character of the Act has tended to make it a favourite subject of debate between different colleges in the United States, sometimes between colleges in the United States and Canada respectively, and students have not been slow to avail themselves of the good offices of the Department of Labour in forwarding, when requested, information aiding them in their researches on the subject.

Whether or not the Act has been a success, and whether or not the Act is applicable to conditions in the United States, are matters on which the views of the Minister or the Department have been urgently solicited, in reply to enquiries as to which, however, it has been customary to forward the fullest information published, leaving the correspondents to draw their own conclusions on these important points.

#### QUESTION OF APPLICABILITY OF ACT TO THE UNITED STATES.

Regarding the question of the applicability of the Act to conditions in the United States, it would be manifestly difficult, if not undesirable, for an official of a Department of the Dominion Government to express a view that would be of service. The Department, as to this point, however, has been able to refer its correspondents to the valuable report prepared on the operations of the Act by the eminent American sociologist, Dr. Victor S. Clark, formerly of Washington, D.C., who made during the summer of 1908 an exhaustive research at the special request of the then President of the United States, Mr. Roosevelt. A year later Dr. Clark again visited Canada and made a supplementary report. The reports of both investigations were given a leading place in the Bulletin of the Bureau of Labour of the United States, and both documents were also printed, fully or in part, in the *Labour Gazette*, the official monthly publication of the Department of Labour. Quite naturally, the question of the applicability of the Canadian statute to conditions in the United States was frankly discussed by Dr. Clark, and enquirers on this point have been therefore referred to the reports made by that gentleman; so far as possible, copies of the *Labour Gazette* containing the reports were forwarded. Those correspondents anxious to have fullest information on this subject have been referred also to the action of the States of Massachusetts, Wisconsin and California, where, as pointed out in the chapter devoted to a discussion of the Industrial Disputes Investigation Act in the annual report of the Department of Labour of 1909-10, measures modelled closely on the Canadian statute were introduced and warmly supported, remaining, however, in abeyance for the present pending the determination of constitutional points, or for other reasons.

#### UTILITY OF A COMPREHENSIVE DEPARTMENTAL STATEMENT.

It will be obvious that the extensiveness of the correspondence conducted by the Department on matters relating to the Act makes it a point of some importance to have prepared on a comprehensive scale the annual statement of proceedings, so that a knowledge of the general nature of the statute and its operations may be readily secured. With an experience of four years now on which to draw, and with a record of over 100 disputes formally referred for settlement under the



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terms of the Act, it has been felt that in the present report it will be, for the reasons here set forth, and otherwise, expedient to extend the review of proceedings which it has been customary to give, back to the enactment of the statute, including also an outline of the circumstances leading to its enactment and something of its general features. In this way the present report will serve the purposes of an ordinary enquirer, and only those who desire to pursue an investigation of a stricter character will require to take up in detail the reports year by year.

## STATEMENT OF RESULTS OF OPERATIONS OF ACT DURING FORMER YEARS.

Briefly anticipating at this point the detailed analysis of the operations of the Act found in the following pages it may be said that the record of the operations is as follows:—

	Years, 1907-8	Years, 1908-9	Years, 1909-10	Years, 1910-11	Total
Number of disputes dealt with.....	34	21	27	24	106
Cases when threatened strike or lockout averted.....	32	19	25	19 <sup>1</sup>	95
Cases when threatened strike or lockout not averted..	1	1	4	4	10

<sup>1</sup>In one of these applications of 1910-11, the Company had gone into liquidation when the investigation occurred.

Number of employes estimated to have been affected in the 106 disputes concerned 101,680.

F. A. ACLAND,  
*Registrar of Boards of Conciliation and Investigation.*



## I. ORIGIN AND ENACTMENT OF INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

It will be perhaps desirable at the outset of this report to indicate briefly the character of the earliest Dominion legislation on the subject of industrial disputes.

The first Dominion statute dealing directly with the question of the settlement of industrial disputes was that of 1900, known as the Conciliation Act. This Act, by virtue of which also the Department of Labour of Canada was itself established, was modelled closely on the Conciliation Act of Great Britain. Under its terms the Department was enabled to intervene with advantage in numerous industrial disputes. The intervention was effected, however, by the Deputy Minister of the Department in person, and not by means of conciliation boards after the method for the most part followed under the English Act and contemplated in a measure under the Canadian Act; sentiment has not, it may be added, either in Canada or the United States, favoured the growth of voluntary conciliation boards as in the industrial districts of Great Britain.

While many disputes were, and might have continued to be, amicably arranged in this way under the terms of the Conciliation Act of 1900, it was obvious that many occasions might arise where the services of Departmental officials would be unavailable or inadequate for the settlement of industrial disputes, and, apart from other necessities, some further development of the law of 1900 would have become desirable and natural in the ordinary course of events. In 1903 was enacted the Railway Labour Disputes Act which permitted the establishment of a board of conciliation in the case of a railway dispute when one of the parties to such a dispute applied for the same; this was, of course, a step further than the Conciliation Act went, since it permitted the reference of a dispute to arbitration without awaiting the consent of both the parties, but the right to strike or lockout, instead of resorting to the method of adjustment provided by this statute, was not affected.

### THE OBJECT LESSON OF 1906-7.

A further advance was no doubt hastened by reason of a serious object lesson in the winter of 1906-07. Throughout nine months of the year 1906, a strike had prevailed in coal mines located at Lethbridge, Alta., collieries which supplied fuel to a large district of the western prairie country; the strike continuing until the approach of winter, serious apprehension came to be felt as to the supply of fuel.

Eventually, in mid-November, the Prime Minister of the province of Saskatchewan requested the intervention of the Department of Labour.



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The Deputy Minister of Labour, by the Minister's direction, immediately proceeded to Lethbridge, and, after considerable negotiation succeeded in securing an agreement between the coal company and its employés, the alarming situation in reference to the fuel supply having an appreciable influence in bringing about a more conciliatory attitude in the case of both parties.

It was as the outcome of this dispute, and because of recommendations made by the Deputy Minister of Labour in his report of the inquiry into the dispute, that the Industrial Disputes Investigation Act, somewhat later in the same winter of 1906-07, was enacted. Hitherto, the only alternative to conciliation recognized under the laws of any country as a method of adjusting industrial disputes had been compulsory arbitration, which is well known to have found vogue chiefly in the Australasian states. As an experiment in social legislation, compulsory arbitration in these countries has been a matter of surpassing interest to students of economic problems, but it is not yet clear that this legislation is even substantially effective in eliminating strikes and lockouts from the arena of industrial disputes. The period during which compulsory arbitration has ruled in these countries has been on the whole one of rising prices and rising wages, and the outcome of inquiries into disputes has usually been the increase of wages paid to employés. In spite of this, there have been numerous strikes, and the enforcement of the penalty in such cases has been found a matter of extreme difficulty, if not of admitted impossibility. The experiment in compulsory arbitration is, moreover, of too limited a character, both as to time and territory, and the industrial conditions of the territory covered have been of too exceptional a character to allow of the test so far made to be regarded, especially at this distance from the scene of action, as decisive, whether for or against the principle. That the Australasian legislation on the subject of industrial disputes has been most helpful and beneficial is not of course to be questioned, but it is difficult to say with any preciseness what may have been the effect of the compulsory features of the law as a preventive of industrial strife.

It is well also to bear in mind, in considering the cases of Australia and New Zealand with regard to legislation of this nature, that these countries are in a position of peculiar independence and even isolation in industrial matters, differing widely in this respect from the industrial countries of Europe and North America, which are all keen competitors one with another. The relative efficiency of the legislation on this subject, as between Canada and Australasia, is discussed more fully in later pages.

## DISTINCTION BETWEEN CLASSES OF INDUSTRIAL DISPUTES.

The view gradually accepted was that industrial disputes should be separated into two classes, those in which the average citizen is directly affected or liable to be affected in his own person, because the grievance may relate to an entire community; and those in which the average citizen is only remotely or indirectly concerned. A strike of coal miners, railway men or telegraph operators, of gas or electric light fitters or of street railway employés may be, for



instance, the means of bringing confusion and disaster on an entire community; a strike in a cotton mill or a shoe factory, on the other hand, affects the printer, plumber or professional man, the general public, in fact, only in so far as it may serve to depress commercial conditions in a particular district.

On this point the Deputy Minister of Labour, in his report on the Lethbridge coal mines difficulty, remarked as follows:—

“When it is remembered that organized society alone makes possible the operation of mines to the mutual benefit of those engaged in the work of production, a recognition of the obligations due society by the parties is something which the State is justified in compelling if the parties themselves are unwilling to concede it. In any civilized community private rights should cease when they become public wrongs. Clearly, there is nothing in the rights of parties to a dispute to justify the inhabitants of a province being brought face to face with a fuel famine amid winter conditions, so long as there is coal in the ground, and men and capital at hand to mine it. Either the disputants must be prepared to leave the differences which they are unable to amicably settle to the arbitrament of such authority as the State may determine most expedient, or make way for others who are prepared to do so.

“What I know of conditions in the Canadian West leads me to believe that the labour troubles in the mines which this country has been forced to witness during the present year, will not be without repetition, at some future time unless, and this I fear is improbable, the attitude of the parties towards each other becomes vastly different than it has been in the past, or some machinery is devised by the State—either the federal or provincial government—whereby the parties will be obliged to refer to an impartial tribunal such differences as, failing an amicable adjustment, are likely to lead to a lockout or strike.”

#### THE PRESENT ACT FORESHADOWED.

It may be well here to include the precise recommendations made for new legislation, since these embodied the basis of the law subsequently enacted; the report closed with the following sentences:—

“The purpose of Parliament in enacting both the Conciliation and the Railway Disputes Act might, it seems to me, be considerably furthered were an Act, applicable to strikes and lockouts in coal mines, similar in some features to the Railway Labour Disputes also enacted. Inasmuch as coal is in this country one of the foremost necessities, on which not only a great part of the manufacturing and transportation industries, but also, as the recent experience has shown, much of happiness and life itself depends, it would appear that if legislation can be devised, which without encroaching upon the recognized rights of employers and employes, will at the same time protect the public, the State would be justified in enacting any measure which will make the strike or lockout in a coal mine a thing of the past. Such an end, it would appear, might be achieved, at least in part, were provision made whereby, as in the case of the Railway Labour Disputes Act, all questions in dispute might be referred to a Board empowered to conduct an investigation under oath, with the additional feature, perhaps, that such reference should not be optional, but obligatory, and pending the investigation and until the Board has issued its finding the parties be restrained, on pain of penalty, from declaring a lockout or strike.

“In view of past experience and the present situation, I would, therefore, respectfully recommend that the attention of Parliament be, at as early a



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date as possible, invited to a consideration of some such or other measure with a view to preventing a possible recurrence of an experience such as this country has been forced to witness during the past month, and of promoting in the interests of the whole people the cause of industrial peace."

With regard to the respective proportions numerically of strikes in the domain of public utilities and in other classes of labour, the experience of Canada had shown that the public utility class involved a large proportion of the total number. Taking the six years prior to the period when the new legislation was recommended, it was found that the total number of work people affected by strikes in Canada was 142,027, of which exactly one-third represented disputes in mining, transportation, street railways, telephony and telegraphy.

## ENACTMENT OF THE INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

The Deputy Minister's recommendation, as set forth above, was subsequently elaborated into a bill which was presented to Parliament by the then Minister of Labour, the Honourable Rodolphe Lemieux, during the session of 1906-07, and having passed through both houses became law on March 22, 1907.

As will have been gathered from the foregoing extracts from the Deputy Minister's report, the principal feature of the measure was the provision that a lockout or strike might not legally take place in connection with any mining or public utility industry until after an investigation had been made into the subject of dispute and every reasonable effort had been made to bring the parties concerned to an agreement. It will be noted that, as pointed out at the outset of these remarks, the Act does not forbid strikes or lockouts failing an ultimate agreement, but forbids them only pending the inquiry before a Board. It should be added that, as a closer inspection of the statute will show, the basic principle involved is that of the application to industrial disputes of a system of investigation and publicity, on the ground that once public opinion is thus brought in a measure to bear on the issues involved, the matters in dispute must in the ultimate be determined as a rule by a reasonable compromise, since in a democratically governed community public opinion will rectify known abuses.

## MACHINERY OF THE ACT DESCRIBED.

It will be desirable to deal somewhat fully with the machinery of the Act. The Board before which the compulsory inquiry takes place is composed of three persons, one recommended by each of the disputing parties and appointed by the Minister, the third recommended jointly by the two members first appointed, or, if a joint recommendation from them is impossible, then the third member is selected and appointed by the Minister. If either party fails to nominate a person to the board within the period of five days after being requested by the Minister to do so, or within such extension of that period as the Minister may for reasons stated, allow, the Minister is then required to make the necessary appointment without a recommendation.

The Act further prescribes that thirty days' notice shall be given in the case of either employer or employes before any change affecting wages or general con-



ditions of work could go into effect. It should be noted that during the session of Parliament of 1909-10 this last provision of the Act was amended by requiring that any such contemplated changes may not take place "until the dispute has been finally dealt with by a Board."

Application forms are supplied by the Department on request; it is not necessary that applications should be made on these forms, but the application must be, in any event, accompanied by a statement setting forth (1) the parties to the dispute; (2) the nature and cause of the dispute, including all claims and demands made by either party on the other to which exception is taken; (3) an approximate estimate of the number of persons affected; and (4) the efforts made by the parties themselves to adjust the dispute. The law requires further that the application should be accompanied by a "statutory declaration setting forth that failing an adjustment of the dispute or a reference thereof by the Minister to a Board of Conciliation and Investigation under the Act, to the best of the knowledge and belief of the declarant a lockout or strike, as the case may be, will be declared, and that the necessary authority to declare such lockout or strike has been obtained." This last provision has been quoted somewhat fully because the Act was in this respect also subjected to a slight modification during the session of Parliament of 1909-10. Representations had been made from time to time on behalf of railway men, to the effect that in obtaining the authority to declare a strike or lockout over a line of railway several thousand miles in length, much expenditure of money and time was necessitated and that the Act in this respect bore severely on the class of labour concerned. The Act was therefore amended in this respect so as to provide that where a dispute concerned employes in more than one province, thus embracing, it was felt, all cases where injustice might result from the earlier procedure, there should be an alternative procedure free from the objection urged.

In order that both parties to the dispute may be made acquainted with the proceedings taken under the Act at the earliest moment possible and all unnecessary delay prevented, the applicant for a Board is required to send to the other party concerned a copy of the application at the same time the latter is transmitted to the Department,—and the second party to the dispute is similarly required to prepare without delay a statement in reply and forward the same to the Department and to the other party to the dispute.

Both in the case of employers and employes the Act is precise in indicating who shall be regarded as properly representing the various parties making application for the establishment of boards, and the Act indicates specifically the procedure as it may require variation when the application, coming from employes, may be sometimes on behalf of an organized labour union, and sometimes from unorganized employes. Upon the establishment of a Board the Department is required to forward to the Chairman a copy of the application received and of the statement received in reply. In the course of the investigation that follows the board may make all such suggestions and do all such things as it deems right and proper for inducing the parties to come to a fair and amicable settlement of the dispute, and if a settlement of the dispute is reached by the parties during the course of its reference to the board, a memorandum of the settlement is to be drawn up by the board and signed by the parties and may be made binding if the parties agree



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as provided by a subsequent section of the Act, and a copy of the memorandum, with a report on the proceedings, is to be forwarded to the Minister.

If a settlement of the dispute is not reached during the course of its reference to the board, the board is required to make a full report thereon to the Minister, and to make such recommendation as it sees fit for the settlement of the dispute; and when it is deemed expedient to do so is also to state the period during which the proposed settlement shall continue in force and the date from which it shall commence. This report is to be sent to the Registrar, and similarly, a minority report may be made by a dissenting member of the board.

The board is invested with all necessary powers for summoning and enforcing the attendance of witnesses, the administering of oaths and otherwise, so far as may be necessary to a full investigation of the matters brought before it. The board has further the right to investigate, and to allow those whom it may indicate, to investigate all books, documents, &c., brought before the board, but the information obtained thereon shall not, except insofar as the board deems expedient, be made public.

The Act makes all necessary provision for the payment of witnesses, and for imposing penalties where the summons or order of the Court has been disobeyed, or where any person may be guilty of contempt to the Board. The board is further invested with power to enter or to authorize other to enter any premises associated with the dispute which had been referred to it, and may there pursue its investigation.

Any party to a reference may be represented before the board by three or less than three persons designated for the purpose, or by counsel or solicitor where allowed, and such counsel or solicitor shall be entitled to appear or be heard before the board only with the consent of the parties to the dispute and, notwithstanding such consent, the board may decline to allow such appearance.

Members of the board must be British subjects. The sittings are fixed as to time and place by the Chairman, and the proceedings conducted in public unless the board of its own motion or by request of any party to the dispute, direct that they be held in private. The board may at any time dismiss any matter referred to it which it deems frivolous or trivial; also it may, with the consent of the Minister of Labour, employ any competent experts or assessors to examine the books or official reports of either party and to advise upon any technical or other matter material to the investigation.

The Act provides for the adequate payment of the members of the board during the time they are employed on the task in hand, also for their necessary travelling expenses, and further expressly prohibits the acceptance by any member of the board of any perquisite or gratuity apart from his remuneration by the Government, on account of any matters brought before the board and makes the acceptance of such perquisite or gratuity an offence punishable by a fine not exceeding one thousand dollars. The compensation for members of board was originally placed at twenty dollars a day for the chairman and fifteen dollars a day each for other members. During the session of Parliament, however, of 1909-10, the Act was amended by making a uniform fee of twenty dollars payable in the case of each member of the board.



The penalties prescribed by the Act are as follows:—

Any employer declaring or causing a lockout contrary to the provisions of the Act becomes liable to a fine of not less than one hundred dollars nor more than one thousand dollars for each day or part of a day that such lockout exists; while any employé who goes out on strike contrary to the provisions of the Act becomes liable to a fine of not less than ten dollars nor more than fifty dollars for each day or part of a day that such employé is on strike; also, any person who incites, encourages, or aids in any manner any employer to declare or continue a lockout, or any employé to go or continue on strike contrary to the provisions of the Act, shall be guilty of an offence and liable to a fine of not less than fifty dollars and not more than one thousand dollars. It may be added that the Act does not place on the Department of Labour the duty of instituting proceedings when the Act is believed to have been infringed; any individual may lay the information necessary, and in the various cases of alleged infringement of the Act, whether as regards employé or employer, that have been made the subject of judicial decisions, procedure has been wholly independent of the Department of Labour or of any Department of the Dominion Government.

The text of the award or findings of the board in each case is published in the *Labour Gazette*, the official monthly publication of the Department of Labour, and all such findings received during a given official year have been in the past published collectively in the Annual Report of the Department. The Act has been administered, as stated above, under the authority of the Minister of Labour, and shortly after its enactment a Registrar of Boards of Conciliation and Investigation was appointed, the order-in-council providing that the Deputy Minister of Labour for the time being should be Registrar.



## II. THE ADMINISTRATION OF THE ACT.

Experience in the administration of the Act has appeared to show that it is more effectively operated when freed, so far as possible, from the formal procedure suggestive of the ordinary judicial court. The taking of sworn evidence, with stenographers' reports, has been particularly discouraged as having proved far from conducive to an amicable adjustment of differences, apart from the inevitable delay associated with such procedure and leaving out of account also the very considerable expense involved therein.

The most obvious virtue of the Act lies, it will be seen, in bringing the parties together before three fellow citizens of standing and repute, one at least of whom is a wholly disinterested arbiter, where a free and frank discussion of the differences may take place and the dispute may be threshed out in such a manner as is frequently quite impossible as between the disputants directly. Granting that such discussion and investigation take place before a strike or lockout has been declared and that the Board acts with proper discretion and tact, the chances are believed to be largely in favour of an amicable adjustment of the differences at issue. Much, of course, depends upon the Chairman, and obviously it is most desirable that he shall be a gentleman whose reputation both as a practical man and as a man of judicial bearing shall command respect on the part of the disputants and of the public generally. Inquiry shows that in somewhat less than half of the cases referred under the Act the parties themselves have agreed on a Chairman; in the remainder the appointment has been made by the Minister of Labour.

Apart from the advantage of thus bringing the parties together before a Board, the Act invokes the factor of publicity briefly noted above, and this is believed to have proved a valuable factor in many instances in averting extreme methods on the part of employer or employé. There is, first, the publicity involved in the investigation itself; as a rule a disputant does not desire to submit for investigation a cause which is obviously unfair, and an impending investigation leads, not infrequently, to the abandonment of extreme propositions or contentions. There is, secondly, the publicity involved in the publication of the official report and frequently of newspaper reports of proceedings, though the latter may be limited by the action of the board. The publication of the official findings of a board on a given dispute acquaints the public with the precise circumstances of the situation, enables the public to determine with some accuracy the degree of reasonableness or unreasonableness of either party, and in large measure assures the defeat of action taken by either party contrary to the findings or recommendations of the board. This has been, with rare exceptions, the experience of the operation of the Act in Canada.



## EFFECTIVE APPLICATION OF THE ACT.

Brief reference was made above to the interest which has been taken in the Act in foreign countries, and particularly in the United States, as exemplified in the many requests received in the Department of Labour for statements concerning the operation of the statute. Requests for addresses from those who may have been concerned in the administration of the Act have also been frequently received, and Professor Adam Shortt, formerly of Queen's University, Kingston, now a Civil Service Commissioner at Ottawa, and who acted as chairman of numerous boards established during the first eighteen months of the life of the Act, has frequently by request addressed gatherings in Canada and in the United States as to the principles and operation of the Act. It may be worth quoting at this point some sentences from an address given by Professor Shortt before the American Association for Labour Legislation at Atlantic City in December, 1908. Professor Shortt's address was not in the nature of an analysis of the Act, but consisted rather of observations and deductions derived from his large experience of the practical administration of its provisions.

The closing sentences of Professor Shortt's address show concisely the character of the Act and the methods by which particularly effective work has been done under its provisions:—

“Considering how very seldom in their discussion of the merits of their respective cases the weaknesses of their own position and the strength of their opponents are frankly admitted, I have been agreeably surprised to find how readily in the end, even in the discussion before the Board, but more particularly in the separate discussions afterwards, each side could be brought to concede the validity of their opponents' position on many points. Another encouraging feature, considering what interests are at stake, is the general calmness and good feeling which prevail in the discussions before the Boards. Occasionally the temperature may exhibit a sudden rise when some tender spot is rubbed, but such occurrences are rare. Much the liveliest case we experienced, in the way of an exchange of picturesque compliments, was one in which two very respectable international unions were seeking to establish themselves on the same base and on the same side of it with reference to a railway company.

“There are many reflections suggested by the experience of the concrete cases which have been brought under the operation of the Canadian Act, but only a few samples could be presented in this paper. The policy and method of the Canadian Act by no means afford a certain remedy for industrial disputes. No practical man dreams that industrial disputes can be prevented from occurring, because there will always be cases where justice unavoidably pertains to both sides. There are, however, many disputes which are chiefly due to historic prejudice, mutual ignorance and misunderstanding, and it ought to be possible to dispose of most of these and to effect a working settlement in the case of many of the others. All that one may claim for the essential features of the Canadian Act is that, if tactfully handled, they provide a reasonable method of securing the maximum of concession with the minimum of compulsion.”



## CONCLUSIONS OF A DISTINGUISHED INVESTIGATOR.

Reference has been already made to the special inquiries conducted on this subject by Dr. Victor S. Clark, the noted sociological writer, of Washington, D.C., who visited Canada in the spring of 1908 at the special request of Mr. Roosevelt, the then President of the United States, for the purpose of making an investigation into the working of the Act. Dr. Clark's report was published in the May issue of the Bi-Monthly Bulletin of the United States Bureau of Labour, where it occupied eighty pages. The report was an extremely valuable analysis of the Act. Generally speaking, the findings were favourable to the measure, which had, however, it must be remembered, been in operation at the time of Dr. Clark's inquiry only one year. "So far," said Dr. Clark, "as can be judged from the experience of a single year, the Industrial Disputes Act has accomplished the main purpose for which it was enacted, the prevention of strikes and lockouts in public service industries"; and at another point the writer observes:—

"Apparently, it has not affected adversely the conditions of workingmen or of industries where it has been applied. It is much more applicable to American conditions than compulsory arbitration laws, like those of New Zealand and Australia, because its settlements are based on the agreement of the parties and do not prescribe an artificial wage, often illy adjusted to economic conditions. Employers and the general public in Canada, with a very few exceptions, favour the law. The working people are divided. Possibly workers do sacrifice something of influence in giving up sudden strikes, but they gain in other ways, especially in having a better alternative to a strike than before. And as part of the general public they profit by the saving of industrial waste through strikes.

"After such a law is once on the statute books, however, it usually remains, and in New Zealand, Australia and Canada it has created a new public attitude toward industrial disputes. This attitude is the result of the idea—readily grasped and generally accepted when once clearly presented—that the public have an interest in many industrial conflicts quite as immediate and important in its way as that of the conflicting parties. If the American people have this truth vividly brought to their attention by a great strike, the hopeful example of the Canadian Act seems likely, so far as present experience shows, to prove a guiding star in their difficulties."

Some fifteen months later, during the summer, namely, of 1909, Dr. Victor S. Clark again visited Canada, and made a supplementary investigation of the operations of the Act. His report was again published in a Bulletin of the United States Bureau of Labour, and, as voicing the view of an unprejudiced and careful observer, it is of special interest to note his conclusions after this second investigation. These conclusions are summed up in the following sentences:

"The Act seems to be gaining support with longer experience, and has very few opponents outside of labour ranks. The Act has afforded machinery for settling most of the disputes that have occurred in the industries to which it applies; but in some cases it has postponed rather than prevented strikes, and in other cases strikers have defied the law with impunity. Most of the amendments proposed look toward perfecting details rather than toward revising the structure of the law. There is no likelihood that the Act will



be repealed, or that it will be extended to other industries or toward compulsory arbitration. The most serious danger it faces is the non-enforcement of the strike and lockout penalties in cases where the law is violated.

“Under the conditions for which it was devised, the Canadian law, in spite of some setbacks, is useful legislation, and it promises more for the future than most measures—perhaps more than any other measure—for promoting industrial peace by government intervention.”

#### LEGISLATION MODELLED AFTER THE CANADIAN STATUTE.

During the last year or two, measures embodying the principles of the Canadian measure, and modelled closely on its lines, were up for consideration in the legislatures of Massachusetts, California and Wisconsin. Some particulars on this point were recorded in the annual report of the Department of Labour of last year. The measure introduced in each case was withdrawn or held in abeyance, for determination of certain points, largely constitutional. Correspondence has shown that in other states also, notably Pennsylvania, special interest has been taken in the Canadian Act, with a view to ascertaining whether the adoption of its principles seemed to promise any relief from the serious conflicts which have marked the industrial history of that state in recent years. In Ohio also the Canadian Act received attention but it does not appear that legislation was introduced. More lately the Canadian Act was the theme of a discussion at a meeting of Chambers of Commerce at Hull, England, the Hull Board of Trade having placed the theme on the agenda. At the time of present writing no report of the debate had reached the Department of Labour, but it is a matter of much interest that a gathering of practical business men should have thus carefully considered the merits of the Canadian statute.

In previous reports comment has been made on the fact that in South Africa the Canadian Act received recognition; a measure closely modelled on its lines having been enacted in the Transvaal, the Transvaal Government first corresponding with the Department of Labour of Canada. It is not clear whether on the establishment of the Dominion of South Africa the Transvaal Act was made a Dominion statute.



### III. LEGISLATION ELSEWHERE CONSIDERED.

The yearly analysis of the operation of the Industrial Disputes Investigation Act and the determination of the various problems arising out of the administration of the statute lead naturally to investigations made to ascertain the relative efficiency of the Canadian and other statutes dealing with industrial disputes, and having all as their common object that plainly set forth in the Canadian act of "aiding in the prevention and settlement of strikes and lockouts." The subject is forced on the attention also because of the number of inquiries bearing directly on the point, whether, namely, the Act has been successful in its operation and how it compares with other Acts. These are large and difficult questions not absolutely to be determined at all, since if any method were admittedly superior to all others that method would be accepted on all sides.

It is not possible here to attempt anything in the nature of an analysis of the laws of different countries dealing with this subject; some slight indication, however, may be given of the relative results of the legislation of Canada and of Australasia, countries closely resembling Canada, racially, politically and historically, and not dissimilar to Canada in industrial and economic conditions. In these countries the question of industrial disputes legislation has received close attention; systems of what have been popularly termed compulsory "arbitration" have been in operation for some years, and it is with measures of this nature the Canadian Act has been perhaps chiefly brought into comparison. No comparison is attempted in the case of other countries, not even in the case of Great Britain and the United States, because in no important community outside of Australasia and Canada has legislation been enacted which exceeds the familiar lines of conciliation methods.

#### THE CASE OF NEW ZEALAND.

Taking first the Dominion of New Zealand, the point that strikes the attention in examining the legislation on this subject is the lack of permanency that appears to characterize it. Passed originally in 1894, the law relating to industrial conciliation and arbitration was amended in 1895, in 1898, in 1901, in 1905, in 1906, in 1908 and again in 1908. It will be seen that in recent years amending Acts have been even more frequent than in the earlier years, but the frequent changes from the beginning would seem to show a continued failure to achieve the object of the Act. This does not of course suggest that the legislation may not have been of considerable benefit.

Time does not permit of examination of the various changes made. Some essential principles have remained from the earliest form of the law, and, particularly, we find maintained throughout the theory of permitting the adjustment of industrial disputes by the machinery of the law—only when the parties concerned have respectively registered themselves as unions of employers or employes. The effect of this registration is to render members of an industrial union subject



to jurisdiction of courts created by the Act and binds the parties concerned to the decision rendered under penalty. It will be seen that it is in the first place optional with either employers or employés to register themselves so as to fall within the jurisdiction of the Act. In the second place it is still optional with registered bodies whether disputes between employers and employés shall be referred under the terms of the Act.

Given, however, membership in a body which has been registered, and given the consent of the parties concerned to have their dispute settled before the courts created by the Act, the finding of these Courts in the nature of an agreement or in the nature of an award becomes compulsory and may be enforced under certain penalties. Once, therefore, the optional or permissive features of the law have been complied with, but not until then, the principle of compulsion applies and a strike or lockout becomes illegal under penalty, both while the matter is *sub judice* and after an award has been rendered.

#### BASIS OF LEGISLATION.

It will be seen that the basis of the New Zealand law is not an application at large of the principle of compulsory arbitration but rather the provision of machinery whereby such portions of the industrial public as desire may voluntarily avail themselves of the practice of compulsory arbitration. A body of workers which is opposed to the principle has but to remain unregistered, or, being registered, has still but to refrain from referring a dispute for settlement under the Act and it reserves entire freedom to strike—at least so far as compulsory arbitration legislation is concerned; and in fact, the statutes of New Zealand included no law imposing a general restriction as to strikes or lockouts in the case of any industry until an amending Act in the latter part of 1908, when it was made an offence, punishable by a heavy fine, to strike or lockout in the case of coal mines, coal delivery, railways, street railways, gas and electric light works, and dealers in milk and meat, without first giving fourteen days' notice of an intention to strike or lockout and awaiting the expiry of the notice. The enactment of this last-mentioned Act at so late a date, fourteen years after the passage of the legislation which it has been customary to describe as "compulsory arbitration," shows how far the earlier legislation had fallen short of attaining the desired goal of freedom from industrial disputes. The passage of such an Act is evidence that at the time there was still believed to be imminent danger of strikes or lockouts, and as a matter of fact the record shows numerous strikes to have taken place during the years since 1894, and it may be added that strikes greatly increased in number during the closing years of the last decade. It will be noted that this latest phase of New Zealand legislation does not actually prohibit strikes or lockouts, even in these industries which most vitally concern the public welfare, that it does not even insist upon an inquiry prior to a strike or lockout, as in the case of the Canadian Act, but simply demands two weeks' notice of a strike or lockout, at the lapse of which the cessation of work may take place; the effect of the delay will be, however, in most cases to lessen the probability of a strike or lockout, because vigorous efforts to heal the dispute will have been made in the meantime.



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In spite of the fact that the legislation of New Zealand thus partakes so largely of a permissive character the industrial classes of that country have availed themselves of the provisions of the law to a large degree, having organized unions on an extensive scale of both employers and employés, and having consented to the application of compulsory arbitration to a large proportion of their disputes. The first effect of the law of 1894 was to promote a rapid growth of unionism. One writer who latterly investigated the subject and who eulogizes the efforts of New Zealand in the realm of industrial dispute legislation, Mr. Harris Weinstock, a special Commissioner for the State of California, described the original New Zealand Act as "an Act to encourage the formation of unions." A recent return gives the number of union members of New Zealand at 54,579, excepting a membership of nine unions which had not reported. The wage-earning population of New Zealand is about one-quarter of a million, but the country is largely agricultural in character and the non-agricultural industrial workers are placed at about 100,000. An examination of the agreements effected shows that the great majority of unions include factory operatives, coal miners, railway workers, &c., and not agricultural workers. The number of unionists at the time of the passage of the Act in 1894 was 9,370. There had therefore been a rapid development of unionism which it is reasonable to attribute in part to the influence of the Act.

It is quite proper, however, to remark that there are many influences other than legislation which have tended to contribute to the comparative—and only comparative—immunity from strikes which New Zealand for some years enjoyed. These other influences are doubtless found in a large degree in the many measures passed during those years making for social reform and improvement of the welfare of the industrial classes, this legislation dealing with matters which, under the Canadian statute, fall naturally to a large extent within the jurisdiction of the Provinces. One must also bear in mind the geographical situation of New Zealand, its aloofness from all other communities (being 1,000 miles away from Australia, its nearest neighbour) and the slight extent to which its manufacturing industries have been developed, one evidence of which is found in the fact that Auckland, the largest city in the Dominion, comprises yet less than 100,000 population.

The following list of 16 strikes was furnished in response to enquiries made on behalf of the Department of Labour, the list covering the period of 18 months prior to August, 1910:—

- Auckland Tramways Company.
- Wellington Slaughtermen.
- Pareora Slaughtermen and Assistants.
- Employés of Gisborne Freezing Works.
- Invercargill Slaughtermen.
- Belfast, Islington and Fairfield Slaughtermen.
- Burnside Slaughtermen.
- Pareora Butchers.
- Fellmongers' Chamber-hands at Wanganui Freezing Works.
- Blackball Miners.
- Gear Company's Employés at Petone.
- Picton Freezing Works.



Hastings Bakers' Carters.  
Green Island Miners.  
Wanganui Tramway Labourers.  
Wellington Bakers.

The above list is interesting as indicating the industries most prone to give rise in New Zealand to industrial disputes. It has not been possible to learn the number of persons concerned or the loss of time involved in these various strikes, and there being no official statement with respect to strikes as a whole for New Zealand it is impossible to estimate the relative importance of these different struggles. There is, however, no reason to assume that they are otherwise than normal in these respects. It may be added that a search in a single New Zealand newspaper (the *Otago Witness*) reveals several strikes during the year 1909 not included in the list enumerated above, so that the strikes for the period of 18 months may fairly be placed at twenty as a minimum, say twelve for a year. Allowing for the difference in population, the comparison in results is not unfavourable to Canada, and would seem to show that the compulsory investigation required under the Canadian law (in a limited number of industries), may at least equal in effectiveness the compulsory elements in the law as it prevails in New Zealand.

#### THE QUESTION OF ENFORCEMENT.

There remains the question of enforcement. The New Zealand Act does not provide for anything beyond a money penalty and in cases where employes have refused to accept the findings of the Court it has been found difficult to enforce penalties. In 1907, for instance, a strike of slaughtermen occurred in violation of an award. The number of men concerned was 440. Proceedings were entered in the case of 393 men, the remainder having disappeared. In 122 cases the prosecution failed. In 267 cases men were fined, the fines totalling £1,335; of this amount little more than one-third, namely, £485, 19s was ever collected. It will be seen that between disappearance of the offenders, failure of conviction and refusal to pay penalties imposed, comparatively few were punished and the deterrent effect of the penalty was trifling. In the same year, 1907, a strike of coal miners took place at Denniston. The dispute turned on a claim of the men for an eight-hour day underground, contravening an agreement made a few months earlier; the strike was of course in entire opposition to the Act. Mr. Ernest Aves, a special commissioner from Great Britain, who investigated the industrial disputes laws of New Zealand and Australia, states that the settlement of this last named strike was reached "by the direct intervention of the Premier and the Minister of Labour was a practical concession to the men of their claim." Mr. Aves adds that no penalties appear to have been inflicted.

Dr. Victor S. Clark, the United States writer previously quoted, commenting on this aspect of the law of New Zealand, remarks "several strikes having occurred in New Zealand within a year or two—for workingmen have grown more defiant of the law since declining prosperity has prevented further increase of wages—the Court has ruled that when a union strikes in violation of an award it shall lose all the advantages received through the award, but be held responsible



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for all the obligations which the award imposed. A Union may thus forfeit its existing wage scale and bring in the open shop without escaping from the penalties imposed by the court for striking. But as lighter punishments have not prevented strikes Parliament has recently adopted measures still more Draconic." The latest amendment on this subject, however, limits to £5 the fine which may be imposed on any individual workman for infringing the Act and imposes no alternative of imprisonment, so the Draconic measures were not enacted.

Penalties for infringement of awards are, it should be noted, distinct from penalties exacted for entering, without fourteen days' notice, on a strike in given classes of industry as stated above, and in cases where such industries are presumably not otherwise within the scope of the compulsory arbitration Act; these last penalties, enacted it will be remembered late in 1908, are considerably more severe than those imposed for infringement of awards and may reach as high as £25 for each worker who goes illegally on strike. The special point to be noted in this connection is still that if unions voluntarily remain outside the scope of the compulsory arbitration Act they seem to retain liberty to go on strike, provided the necessary notice is given to their employer.

Most of the sixteen strikes mentioned in the list printed above relate to industries which would fall within the forbidden category but it is not certain whether they occurred in contravention of the new penalties or after the required notice of fourteen days.

From the annual report of the Department of Labour from New Zealand for 1908-9 the following information is gleaned with respect to penalties.

The total number of cases in which penalties were inflicted on employers during the year 1908-9 was 1,206, the fines totalling £3,987, of which at the end of six months 12% remained unpaid.

The total number of cases in which penalties were inflicted on employés other than slaughtermen was 364, the fines totalling £378, of which at the end of six months 20% remained unpaid.

Strikes of slaughtermen have been especially numerous in New Zealand and are for that reason counted separately. In this industry penalties were inflicted on employés in 266 cases, the penalties aggregating £1,330, of which at the end of six months 58½% remained unpaid. It is evident from a comparison of these figures that the collection of penalties is far more practicable in the case of employers than in the case of employés. It would appear also that the penalty clauses are invoked against employers with a considerable degree of activity, the number of penalties inflicted in their case being twice those imposed on employés.

## RESULTS OF LEGISLATION IN AUSTRALIA.

In Australia, owing to the number of States, even more than in New Zealand, the legislation with respect to industrial disputes has changed with almost kaleidoscopic rapidity. The writer of an Australian letter, contributed to the *Otago Witness*, one of the leading journals of New Zealand on April 14, 1909, says, "the Commonwealth and States will in a few years be overlain with a web of industrial legislation and judicial decisions, which will tax the brain of the future European, should he endeavour to unravel it."



The Commonwealth, which was created in 1900, first legislated on the subject of industrial disputes in 1904, amended the Act in 1909, and further amended it during 1910. The present Commonwealth law undertakes to prevent strikes and lockouts and industrial disputes generally whenever the dispute extends beyond the limits of any one state, also disputes in relation to employment on State railways or in industries carried on by or under the control of the Commonwealth or of a State or by any public authority constituted under the Commonwealth or a State, not however including agricultural, viticultural, horticultural or dairying pursuits. This law, by the amendment of 1910, is extended to include “threatened, impending or probable industrial disputes.” The penalties for declaring a strike in any such industries are heavy, being placed at £1,000 and a fine of £500 may be imposed on any person failing to attend a summons of the Court. The Court itself is empowered to name penalties for breach of any award it may make. There is no appeal from the decision of the arbitration court created under this Act. The Act in its latest and most drastic form has been in existence too short a time to permit any judgment to be made as to its influence. Strikes are continually occurring in Australia, and it is impossible as a rule to say without a closer knowledge, whether or not they are of such a nature as to contravene this Act.

THE CASE OF NEW SOUTH WALES.

New South Wales is the chief industrial State of Australia and is that portion of Australia with which the principle of compulsory arbitration has been chiefly identified, that State having followed the lead of New Zealand in enacting a compulsory arbitration law and modelling its law very largely after the sister colony. The New South Wales law went into effect in 1901 and remained in force for eight years, when it was abandoned. It had by no means succeeded in preventing troubles. Unfortunately no official record is kept of strikes in New South Wales or in any portion of Australasia, but in the published report of Mr. Harris Weinstock of California, noted above, regarding New South Wales, Mr. Weinstock states that the following figures as to strikes were given him by the Registrar of the State, having been taken from that officer’s private files:—

1901.....	2
1902.....	12
1903.....	11
1904.....	11
1905.....	36
1906.....	29
1907.....	52
1908 (first 3 months only).....	33

It is worth while comparing these figures for a moment, representing a State under compulsory arbitration, with the Canadian figures for the two years 1908–9, the only complete years during which the Industrial Disputes Investigation Act has been in operation. The strikes in Canada during each of those years was 69 only, a total of 138 for two years. The strikes in New South Wales for 1906 and



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1907, two years nearest the Canadian years (the New South Wales figures for 1908 are incomplete, though very high so far as they go) totalled 81. The population of Canada is in round figures about five times that of New South Wales. Were strikes in Canada proportionate in number to those of New South Wales they would have reached during the two years the very high figure of 405, or over 200 a year, a higher figure than has been shown in any of the ten years during which a record has been kept in Canada. Both as to New Zealand and New South Wales therefore it must be admitted that the contrast with Canadian legislation and Canadian methods is not unfavourable to Canada. Most of the strikes in New South Wales were, it should be added, outside the jurisdiction of the Compulsory Arbitration Act, the strikers not belonging to registered unions and there being therefore no law to meet their case.

Finally, after trying the compulsory arbitration system for eight years, New South Wales in 1908 abandoned it as impracticable and during 1909 and 1910 no less than four several measures were enacted on lines which, while providing machinery for the adjustment of disputes, declared strikes or lockouts illegal only under particular conditions. During the present year yet later legislation is being proposed, repealing all older acts. It is particularly interesting to note from information received at the time of going to press that the Minister of Labour for New South Wales, in a statement made in the Legislative Assembly of that State on June 14 last, pointed to the Canadian Act as legislation embodying the principles of his new bill. The South African Act, admittedly modelled on the Canadian measure, was also quoted as an example of the same principles. This may be considered high tribute to the Canadian Act and seems to indicate that in a comparison of methods and results, as between the legislation of different countries, the legislation of Canada may not be lightly set aside.



## IV. STATEMENT OF OPERATIONS DURING 1910-11.

It will now be in order to review carefully the proceedings under the Act for the fiscal year ending March 31, 1911.

The disputes dealt with under the Act during the year were distributed among the different industries as follows, namely:—

Coal mining.....	4
Metal mining.....	1
<sup>1</sup> Railways.....	18
Street railways.....	3
Longshoremen.....	1
Shipliners.....	1
Deckhands.....	1
Commercial telegraphers.....	2
	<hr/>
	31

In all twenty-four applications under the Act were received during the year ending March 31, 1911, as a result of which eighteen Boards were established, while in six cases the matters in dispute were adjusted by mutual agreement whilst communications were passing with the Department in respect of the establishment of a Board. In addition to these twenty-four cases, proceedings under the Act during the year occurred also in connection with seven applications during the closing weeks of the preceding financial year.

The number of employes concerned in the thirty-one applications enumerated was 25,630.

## SETTLEMENTS RESULTING FROM INQUIRY.

The disputes investigated in which the threatened strike or lockout was averted directly or indirectly were in number twenty-six, being as follows:—

- I. Alberta Coal Mining Company, Cardiff, Alta., and employes.
- II. Toronto, Hamilton and Buffalo Railway Company and conductors, baggagemen, brakemen and yardmen.
- III. Canadian Pacific Railway Company and conductors, baggagemen, brakemen and yardmen.
- IV. Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star-Dominion Line, Canada Line, South African Line, Mexican Line, Manchester Liners, Black Diamond Line, Head Line, Canadian Pacific Railway Line, and all other shipowners navigating to Montreal, and the Syndicated Longshoremen of the Port of Montreal.

1. Among the classes of labour concerned in these eighteen disputes were the following: conductors, baggagemen, brakemen, train dispatchers, maintenance-of-way employes, station employes, yardmen, firemen, hostlers, telegraphers, blacksmiths, blacksmiths' helpers, machinists, machinists' helpers, moulders, steamfitters, carmen, boilermakers, boilermakers' helpers, and brass-workers.



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- V. Grand Trunk Pacific Railway Company and telegraphers and station agents.
- VI. Dominion Atlantic Railway Company, Kentville, N.S., and employés.
- VII. Canadian-American Coal and Coke Company and employés.
- VIII. Canadian Northern Railway Company and blacksmiths.
- IX. Canadian Northern Railway Company and blacksmiths' helpers.
- X. Canadian Northern Railway Company and machinists.
- XI. Canadian Northern Railway Company and machinists' helpers.
- XII. Canadian Northern Railway Company and moulders.
- XIII. Canadian Northern Railway Company and boilermakers, boilermakers' specialists and boilermakers' helpers.
- XIV. Intercolonial and Prince Edward Island Railways and telegraphers, train dispatchers and station agents.
- XV. Grand Trunk Railway Company and brass workers.
- XVI. Canadian Pacific Railway Company and commercial telegraphers.
- XVII. Toronto Railway Company and employés.
- XVIII. Allan Line, Thomson Line, Leyland Line, White Star-Dominion Line, Canada Line, South African Line, Mexican Line, Manchester Liners, Black Diamond Line, Head Line, Canadian Pacific Railway Company's Steamship Line, and all other shipowners whose vessels are navigating in the Port of Montreal, and the shipliners of that port.
- XIX. British Columbia Electric Railway Company and linemen.
- XX. Canadian Pacific Railway Company and maintenance-of-way employés.
- XXI. Grand Trunk Pacific Railway Company and maintenance-of-way employés.
- XXII. Canadian Northern Railway Company and maintenance-of-way employés.
- XXIII. Canadian Pacific Steamship Company and deckhands at Vancouver and Victoria.
- XXIV. Crow's Nest Pass Coal Company and employés.
- XXV. Wettlaufer Lorrain Silver Mining Company, Limited, and underground miners, machine men, drillers and muckers.
- XXVI. Kingston and Pembroke Railway Company and firemen and hostlers.

In the case of a dispute between the North Atlantic Collieries Company, Limited, of Port Morien, N.S., and its employés, operations in the Company's mines had been discontinued at the time of the investigation, the Company itself having gone into liquidation.

There was in addition one dispute, proceedings in connection with which were unfinished at the close of the financial year, a strike or lockout being in the meantime postponed, if not finally averted.

## NOTABLE SETTLEMENTS EFFECTED BY THE ACT.

In a number of disputes referred for investigation under the Act during the year interests of very considerable importance were affected, not only to the



employers and employés directly concerned but to the public at large. One of the first cases dealt with under the Act during the year was a dispute between the Shipping Companies of Montreal and the Syndicated Longshoremen of that Port, to the number of 1,800. In this case the outcome of the Board's efforts was not only a settlement of the points in dispute relative to wages and conditions of employment but also a signed agreement between the parties concerned effective for a period of five years, in connection with which a Permanent Board of Conciliation was established for the adjustment of any differences which might subsequently arise. A sum of \$2,000 was also deposited with the Royal Trust Company by the Shipping Companies of Montreal on the one hand and the Syndicated Longshoremen of Montreal on the other hand as a guarantee for the observance of the agreement. The Board of Conciliation was subsequently constituted as follows: Mr. Farquhar Robertson, ex-president of the Montreal Board of Trade, Chairman; Mr. John H. Lauer, Secretary and Treasurer of the Montreal Builders' Exchange, representing the Shipping Companies; and Mr. G. R. Brunet, of the Montreal Typographical Union, representing the Syndicated Longshoremen of Montreal. This agreement is one which promises relief from the unsatisfactory conditions which have long existed between the Shipping Companies and the longshoremen at Montreal.

In a letter addressed to the Department of Labour by Mr. Geo. S. Montgomery, General Manager of the Alberta Coal Mining Company, in relation to the settlement of a dispute between that Company and its miners at Cardiff, Alta., which was achieved through the efforts of a Board of Conciliation and Investigation, Mr. Montgomery said "We are pleased to be able to refer differences to such a Board as is established under the law, for without this recourse there would have been either a strike or a lockout and the mine would have been idle during the busy portion of the year."

A dispute between the Canadian Pacific Railway Company and its conductors, baggagemen, brakemen, and yardmen to the number of 4,360 employés occurred during the summer of 1910. The award of the Board of Conciliation and Investigation which inquired into the matters in dispute was accepted by the Company, but was not concurred in by the committee of employés concerned. As a result, negotiations were resumed between the parties in Montreal which resulted in the signing, on July 21, of an agreement which was understood to be in a large measure based upon the terms of settlement proposed by the Board, and which corresponded approximately as to rates of wages and rules to the "standard" rates and rules adopted on a number of the principal railway systems in the Eastern States. An agreement was subsequently signed between the Toronto, Hamilton and Buffalo Railway Company and its employés in train and yard service to the number of 101, which was along substantially similar lines to the foregoing.

The dispute between the Toronto Railway Company and its employés was one which threatened an interruption of the Street Railway service of Toronto in August last, at a time when the city is usually filled with visitors to the annual Industrial Exhibition. In this case the points at issue relative to the terms of a new working agreement were some of them matters of extreme difficulty, and it was the opinion of the Board that the final acceptance of the award was due



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to the large concessions made in the interest of the public by the officers of the Railway Company on the one side and by the employés on the other. In a letter under date of August 22, the Mayor of Toronto expressed to His Honour Judge Barron, Chairman of the Board, the thanks of the people of Toronto for the settlement of this dispute.

Three other important references under the Act related to the demand for increased rates of pay and improved conditions of employment on the part of the maintenance-of-way employés of the Canadian Pacific Railway System to the number of 4,000, the maintenance-of-way employés of the Canadian Northern Railway System to the number of 1,800, and the maintenance-of-way employés of the Grand Trunk Pacific Railway System to the number of 1,000. In each of these cases the report of the Board was accompanied by a minority report, signed by the member appointed on behalf of the Company concerned. In the case of the Canadian Pacific Railway Company the Board findings were accepted by both the Company and its employés and an agreement concluded accordingly. In the case of the Canadian Northern Railway Company an agreement was also reached, based on the Board award. It was understood that negotiations for a settlement of the dispute between the Grand Trunk Pacific Railway Company and its maintenance-of-way employés were in progress in Winnipeg at the end of the fiscal year.

A dispute in which interests were concerned of very great importance to the whole Dominion was that which occurred during the past summer between the Canadian Pacific Railway Company and its commercial telegraphers to the number of 600, of whom 500 were males and 100 females. Through the efforts of the Board a satisfactory settlement was concluded on July 23, of all points at issue, which was embodied in a schedule of rules and rates of pay, and signed by representatives of the Company and of the telegraphers respectively. The agreement in question was made effective for a period of one year, and subject to cancellation thereafter on thirty days' notice from either party.

On March 3, 1911, an application for a Board was received from the employés of the Great North Western Telegraph Company of Canada, arising out of a dispute concerning wages and conditions of employment. The number of employés concerned in this matter was 200 directly and 1,100 indirectly. A Board was established by the Minister of Labour on March 30, proceedings in connection with which had not been concluded at the close of the year.

## FOUR STRIKES NOT PREVENTED.

In connection with each of the thirty-one disputes above mentioned, sworn statements were furnished to the Minister of Labour to prove that, failing an adjustment of the differences or a reference of the same under the Industrial Disputes Investigation Act, a strike or lockout, as the case might be, would be declared.

During the fiscal year ending March 31, 1911, there were four<sup>1</sup> cases in which strikes were not averted. One of these disputes was in the metal mining industry

<sup>1</sup>It will be noticed from the table of proceedings for the year ending March 31, 1911, that only three strikes are mentioned, the fourth having occurred in connection with an application which had been received during the previous fiscal year, and has not, therefore, been included in the table above mentioned.



and grew out of a demand on the part of the employés for closed shop conditions; two were in the railway industry, the disputes in each of these cases arising out of the employés' demand for increased wages and improved conditions of employment; the other dispute occurred in the street railway industry and was entirely concerned with the question of alleged discrimination by the Company against officials of the employés' Union. In the case of a dispute between the North Atlantic Collieries Company, Limited, of Port Morien, N.S., and its employés, operations in the Company's mines had been discontinued at the time of the investigation, the Company itself having gone into liquidation. In each of the remaining disputes referred under the Act the investigation before the Board resulted either in a direct agreement between the parties, or in affecting such an improvement in their relations that no cessation of work occurred. It may be said also that in cases where members of Boards disagreed in their findings, or where one of the parties stood apart from the inquiry as far as voluntary action was concerned, inquiry has none the less resulted in a clearer understanding of conditions on the one side or the other, and a change of attitude which has been effective in averting the threatened trouble.

The cases in which strikes were not averted were as follows:—

1. A dispute between the British Columbia Copper Company, of Greenwood, B.C., and its employés, to the number of about 350. The cessation of work in this instance was caused by the unwillingness of the employés concerned to accept the findings of the Board of Conciliation and Investigation to which the matters in dispute between them and the Company had been referred for adjustment in the month of January preceding. The dispute in question related to the demand of the employés, members of the Greenwood Miners' Union, Western Federation of Miners, that none but members of that union should be employed by the Company. A strike was declared on April 19, and continued until May 11. It was understood that the strike in question was not sanctioned by the headquarters of the Federation of Miners; also that the employés concerned returned to work on the terms of the recommendation by the Board in its report.

2. A dispute between the Canadian Northern Railway and certain of its carmen, to the number of about 500. In this case the employés concerned were unwilling to accept the terms proposed by the Board of Conciliation and Investigation for a settlement of the dispute. A strike was accordingly declared on July 7, which continued until September 27 following. On this date the strike was called off and the men returned to work on the terms of the Board's award.

3. A dispute between the Grand Trunk Railway Company and its employés in train and yard service to the number of 3,017. The terms of the report of the Board of Conciliation and Investigation were communicated to the parties concerned on June 22, 1910; also the terms of the minority report by Mr. Wallace Nesbitt, K.C. Following the receipt of the foregoing, negotiations for a settlement were renewed between the Company and the employés' committee in Montreal. As the result of failure to arrive at a mutually satisfactory conclusion a strike of the



employés in train and yard service was declared on July 18, which continued until August 2 following, when a settlement was reached as the result of Government intervention by which the employés concerned resumed work on that date.

PROCEEDINGS IN PROGRESS.

DEPARTMENT OF LABOUR, CANADA,  
STATISTICAL TABLE, XI, A.R., No. 1.

TABLE SHOWING PROCEEDINGS UNDER ACT FROM MARCH 31, 1910, TO MARCH 31, 1911.

<sup>1</sup>The proceedings under the Act during this year included seven cases in which certain proceedings had taken place also during the preceding year, *viz.*: (1) A dispute between the Alberta Coal Mining Company, of Cardiff, Alta. and employés; (2) a dispute between the Toronto, Hamilton & Buffalo Railway Company and conductors, baggagemen, brakemen and yardmen; (3) a dispute between the Canadian Pacific Railway Company and conductors, baggagemen, brakemen and yardmen; (4) a dispute between the Grand Trunk Railway Company and conductors, baggagemen, brakemen and yardmen; (5) a dispute between various Steamship Companies navigating to Montreal and the Syndicated Longshoremen of the Port of Montreal; (6) a dispute between the Grand Trunk Pacific Railway Company and telegraphers and station employés; and (7) a dispute between the Dominion Atlantic Railway Company and employés.

<sup>4</sup>A strike occurred in one case, the employes of the B.-C. Copper Company, in connection with which all proceedings had taken place during the preceding year.



## V. SUMMARY OF PROCEEDINGS FOR THE FOUR YEARS, 1907-1911.

The total number of applications under the terms of the Industrial Disputes Investigation Act received during the four years which have elapsed since the enactment of this statute in March 22, 1907, is 106, of which thirty-five were received during the year ending March 31, 1908; twenty during the year ending March 31, 1909, twenty-seven during the year ending March 31, 1910, and twenty-four during the year ending March 31, 1911. The number of employés estimated to have been affected in the disputes is 101,680. Of the total number of applications thirty-seven related to the industry of coal mining, seven to metalliferous mining, fifty-six to agencies of transportation, two to commercial telegraphy, one to municipal public utilities, and three to industries other than mines and public utilities to which the act primarily applies. The special trades or callings involved in these disputes included those of coal miners, silver miners, copper miners, conductors, locomotive engineers, station agents, train dispatchers, railway telegraphers, brakemen, firemen, baggagemen, freight clerks, maintenance-of-way employés, car men, roundhouse employés, machinists, machinists' helpers, blacksmiths, blacksmiths' helpers, moulders, steamfitters, gas fitters, boiler makers, boilermakers' helpers, hostlers, cabmen, freight handlers, longshoremen, seamen, dock hands, shipliners, commercial telegraphers, street railway employés, teamsters, municipal employés, cotton operatives, and boot and shoe workers.

It is hardly practicable here to review at any length the proceedings of the years prior to the year now closed, but it will be useful to collect at this point the chief heads of each dispute with the result of the reference under the Act. The disputes taken in order of date were as follows:—

## 1. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYÉS AT SPRINGHILL, N.S.

Application received—April 8, 1907.

Parties concerned—Cumberland Railway and Coal Company and employés at Springhill, N.S.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Employment of non-union workmen.

Number of employés affected—1,700.

Date of constitution of Board—

Membership of Board—

Report received—

Result of inquiry—Employés went on strike thinking Nova Scotia exempt from the provisions of the Act. On explanation, they returned to work. No Board constituted. Difficulty amicably settled.



## SESSIONAL PAPER No. 36a

## 2. CANADA WEST COAL AND COKE COMPANY, TABER, ALTA., AND EMPLOYÉS.

Application received—April 9, 1907.

Parties concerned—Canada West Coal and Coke Company of Taber, Alta., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Hours.

Number of employés affected.

Date of constitution of Board—

Membership of Board—

Report received—

Result of Inquiry—Employing Company declared lockout in ignorance of the provisions of the Act. When informed by the Department, mines were re-opened. Subsequently an amicable settlement effected through Department's intervention. No Board constituted.

## 3. WESTERN COAL OPERATORS' ASSOCIATION AND EMPLOYÉS.

Application received—April 9, 1907.

Parties concerned—Western Coal Operators' Association and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and other conditions of employment.

Number of employés affected—3,595.

Date of constitution of Boards—April 22, 1907.

Membership of Boards—The Honourable Sir William Mulock, K.C.M.G., Chief Justice of the Exchequer Division of the High Court of Justice of Ontario, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. L. Parker, of Lee Lake Ranch, appointed on the recommendation of four of the employing Companies; and Mr. Louis Philip Eckstein, of Fernie, B.C., appointed on the recommendation of the employés.

The Honourable Sir William Mulock, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Frank B. Smith, of Edmonton, Alta., appointed on the recommendation of the other three employing Companies; and Mr. L. P. Eckstein, appointed on the recommendation of the employés.

Report received—May 29, 1907.

Result of inquiry—Employés, in ignorance of the provisions of the Act, went on strike. Both parties consented to the intervention to the Deputy Minister of Labour, as a conciliator under the Conciliation Act, 1900, and an agreement was effected, a further cessation of work being thereby averted. A standing committee of conciliation between the employers and employés was established.



## 4. GRAND TRUNK RAILWAY COMPANY AND MACHINISTS.

Application received—April 20, 1907.

Parties concerned—Grand Trunk Railway Company of Canada and machinists.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours, apprenticeship, reinstatement of former employés, &c.

Number of employés affected—100.

Date of constitution of Board—May 4, 1907.

Membership of Board—Professor Adam Shortt, Kingston, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés.

Report received—May 21, 1907.

Result of inquiry—Differences adjusted and agreement concluded for period of one year, strike being thereby averted.

## 5. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYÉS AT SPRINGHILL, N.S.

Application received—May 8, 1907.

Parties concerned—Cumberland Railway and Coal Company and employés at Springhill, N.S.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages.

Number of employés affected—1,700.

Date of constitution of Board—May 17, 1907.

Membership of Board—The Honourable Mr. Justice Graham, Halifax, N.S., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. P. S. Archibald, Moncton, N.B., appointed on the recommendation of the employing Company; and Mr. R. B. Murray, Springhill, N.S., appointed on the recommendation of the employés.

Report received—July 13, 1907.

Result of inquiry—Employés refused to accept findings of majority of Board, and ceased work on August 1; they returned to work on October 31, accepting the Board's recommendation.

6. SHIPPING FEDERATION OF CANADA, CANADIAN PACIFIC RAILWAY COMPANY,  
AND LONGSHOREMEN OF MONTREAL

Application received—May 25, 1907.

Parties concerned—Shipping Federation of Canada, Canadian Pacific Railway Company, and Longshoremen of Montreal.

Applicants—Employés.

Nature of industry concerned—Shipping.

Nature of dispute—Wages.



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Number of employés affected—1,600.

Date of constitution of Board—June 7, 1907.

Membership of Board — His Grace Archbishop Bruchesi, Montreal, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. G. W. Stephens, Montreal, appointed on the recommendation of the employing Companies; and Mr. Joseph Ainey, Montreal, appointed on the recommendation of the employés.

Report received—June 17, 1907.

Result of inquiry—Employés signed individual agreements based upon the recommendations of the Board. A strike had preceded application for Board, but men then returned to work and awaited Board's findings, no further cessation of work occurring.

7. ALBERTA RAILWAY AND IRRIGATION COAL COMPANY, ALTA., AND EMPLOYÉS.

Application received—May 27, 1907.

Parties concerned—Alberta Railway and Irrigation Coal Company of Lethbridge, Alta., and employés of coal mines.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Conditions of employment.

Number of employés affected—400.

Date of constitution of Board—

Membership of Board—

Report received—

Result of enquiry—Amicable settlement effected while Board was in process of constitution, strike being thereby averted.

8. THE FURNESS WITHY COMPANY, ET AL, HALIFAX, N.S., AND LONGSHOREMEN.

Application received—May 31, 1907.

Parties concerned—Furness Withy Company, Cunard & Company, Pickford, Black & Company, of Halifax, N.S., and Longshoremen.

Applicants—Employers.

Nature of industry concerned—Shipping.

Nature of dispute—Wages.

Number of employés affected—500.

Date of constitution of Board.—

Membership of Board—Mr. James Hall, Halifax, appointed on the recommendation of the employing Companies; Mr. Philip Ring, Halifax, appointed on the recommendation of the employés.

Report received—

Result of inquiry—Employés, in ignorance of the provisions of the Act, went on strike. Amicable settlement by Department's Fair Wages Officer while Board was in process of constitution, further cessation of work being thereby averted.



## 9. GRAND TRUNK RAILWAY COMPANY AND LOCOMOTIVE ENGINEERS.

Application received—June 27, 1907.

Parties concerned—Grand Trunk Railway Company of Canada and its Locomotive Engineers.

Applicants—Employers.

Nature of industry concerned—Railways.

Nature of dispute—Wages and rules.

Number of employés affected—1,300.

Date of constitution of Board—July 18, 1907.

Membership of Board—Professor Adam Shortt, Kingston, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing Company; and Mr. John Cardell, Calgary, Alta., appointed on the recommendation of the employés.

Report received—August 16, 1907.

Result of inquiry—Differences adjusted and agreement for three years concluded, a strike being thereby averted.

## 10. INTERCOLONIAL RAILWAY AND FREIGHT HANDLERS AT HALIFAX, N.S.

Application received—July 10, 1907.

Parties concerned—Intercolonial Railway Company of Canada and freight handlers in its employ at Halifax, N.S.

Applicants—Employers.

Nature of industry concerned—Railways.

Nature of dispute—Wages and classification of employés.

Number of employés affected.—250.

Date of constitution of Board—July 22, 1907.

Membership of Board—Professor Walter Murray, Halifax, Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Henry Holgate, C.E., Montreal, appointed on the recommendation of the Government Railways Managing Board; and Mr. R. E. Finn, M.P.P., Halifax, appointed on the recommendation of the employés.

Report received—August 12, 1907.

Result of inquiry—Settlement effected, a further cessation of work being thereby averted.

## 11. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYÉS AT SPRINGHILL, N.S.

Application received—July 12, 1907.

Parties concerned—Cumberland Railway and Coal Company and employés at Springhill, N.S.

Applicants—Employés.

Nature of industry concerned—Coal Mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—1,700.

Date of constitution of Board—July 27, 1907.



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Membership of Board—His Honour Judge Patterson, New Glasgow, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. P. S. Archibald, Moncton, N.B., appointed on the recommendation of the employing Company; and Mr. R. B. Murray, Springhill, appointed on the recommendation of the employés.

Report received—September 21, 1907.

Result of inquiry—Employés had refused to accept the recommendations of the Board appointed May 17, and were on strike before present Board concluded. Strike ended October 31, employés returning to work on the conditions recommended in the report of the first Board.

## 12. MONTREAL COTTON COMPANY, VALLEYFIELD, QUE., AND EMPLOYÉS.

Application received—August 26, 1907.

Parties concerned—Montreal Cotton Company, of Valleyfield, Que., and employés.

Applicants—Employés.

Nature of industry concerned—Textile.

Nature of dispute—Wages and conditions.

Number of employés affected—2,200.

Date of constitution of Board—September 4, 1907.

Membership of Board—The Honourable Mr. Justice Fortin, Montreal, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Duncan McCormick, K.C., Montreal, appointed on the recommendation of the employing Company; and Mr. Wilfrid Paquette, Montreal, appointed on the recommendation of the employés.

Report received—September 24, 1907.

Result of inquiry—Differences adjusted, agreement concluded, and permanent Committee of Conciliation established. It is to be noted that in this case, the industry not being one to which the Act applies expressly, the dispute was referred by consent of both parties under Sec. 63.

## 13. CANADIAN PACIFIC RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—September 5, 1907.

Parties concerned—Canadian Pacific Railway Company and railroad telegraphers.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and rules.

Number of employés affected—1,656.

Date of constitution of Board—September 16, 1907.

Membership of Board—Professor Adam Shortt, Kingston, Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing Company; Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés.

Report received—October 12, 1907.

Result of inquiry—Differences adjusted and agreement concluded, a strike being thereby averted.



14. CANADIAN CONSOLIDATED MINING & SMELTING COMPANY, MOYIE, B.C.,  
AND EMPLOYÉS.

Application received—September 11, 1907.

Parties concerned—Canadian Consolidated Mining & Smelting Company of Moyie, B.C. and employés.

Applicants—Employés.

Nature of industry concerned.—Metal mining.

Nature of dispute—Wages and hours.

Number of employés affected—400.

Date of constitution of Board—September 23, 1907.

Membership of Board—His Honour Judge P. E. Wilson, Cranbrook, B.C., Chairman appointed on the joint recommendation of the other members of the Board; Mr. J. A. Harvey, Cranbrook, appointed on the recommendation of the employing Company; and Mr. S. S. Taylor, K.C., Nelson, B.C., appointed on the recommendation of the employés.

Report received—December 28, 1907.

Result of inquiry—Settlement effected, a strike being thereby averted. The inquiry also had the effect of influencing the settlement of other differences in the industry in various parts of the Province.

15. HILLCREST COAL AND COKE COMPANY, HILLCREST, ALTA., AND EMPLOYÉS.

Application received—September 11, 1907.

Parties concerned—Hillcrest Coal & Coke Company, Limited, of Hillcrest, Alta., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—70.

Date of constitution of Board—September 24, 1907.

Membership of Board—The Honourable C. W. Fisher, Speaker of the Legislative Assembly of Alberta, Chairman, appointed by the Minister, in the absence of any joint recommendation from the other members of the Board; Mr. John R. McDonald, Hillcrest, appointed on the recommendation of the employing Company; and Mr. Frank H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—November 4, 1907.

Result of inquiry—Settlement effected, a strike being thereby averted.

16. HOSMER MINES, HOSMER, B.C., AND EMPLOYÉS.

Application received—September 16, 1907.

Parties concerned—Hosmer Mines, of Hosmer, B.C., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—100.



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Date of constitution of Board—September 30, 1907.

Membership of Board—His Honour Judge P. E. Wilson, Cranbrook, B.C., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Frank B. Smith, Edmonton, Alta., appointed on the recommendation of the employing Company; Mr. Frank H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—October 21, 1907.

Result of inquiry—Board's report made basis of subsequent agreement, a strike being thereby averted.

17. CANADA WEST COAL & COKE COMPANY, TABER, ALTA., AND EMPLOYÉS.

Application received—November 5, 1907.

Parties concerned—Canada West Coal & Coke Company, of Taber, Alta., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, hours, and other conditions of employment.

Number of employés affected—150.

Date of constitution of Board—November 20, 1907.

Membership of Board—The Honourable Mr. Justice Stuart, Calgary, Alta., Chairman, appointed by the Minister, in the absence of any joint recommendation from the other members of the Board; Mr. S. A. Jones, Taber, Alta., appointed on the recommendation of the employing Company; and Mr. Frank H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—December 20, 1907.

Result of inquiry—Differences adjusted and agreement concluded dating from December 9, 1907, to March 31, 1909, a strike being thereby averted.

18. DOMESTIC COAL COMPANY, TABER, ALTA., AND EMPLOYÉS.

Application received—November 5, 1907.

Parties concerned—Domestic Coal Company, of Taber, Alta., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, hours, and other conditions of employment.

Number of employés affected—50.

Date of constitution of Board—November 20, 1907.

Membership of Board—The Honourable Mr. Justice Stuart, Calgary, Alta., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. Duggan, Taber, Alta., appointed on the recommendation of the employing Company; and Mr. Frank H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—December 28, 1907.

Result of inquiry—Differences adjusted and agreement concluded dating from December 9, 1907, to March 31, 1909, a strike being thereby averted.



## 19. DUGGAN HUNTRODS &amp; COMPANY, TABER, ALTA., AND EMPLOYÉS.

Application received—November 5, 1907.

Parties concerned—Duggan Huntrods & Company, of Taber, Alta., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, hours, and other conditions of employment.

Number of employés affected.—40.

Date of constitution of Board—November 20, 1907.

Membership of Board—The Honourable Mr. Justice Stuart, Calgary, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Joseph Shorthouse, Taber, Alta., appointed on the recommendation of the employing Company; and Mr. Frank H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—December 28, 1907.

Result of inquiry—Differences adjusted and agreement concluded dating from December 9, 1907, to March 31, 1909, a strike being thereby averted.

## 20. STRATHCONA COAL COMPANY, EDMONTON, ALTA., AND EMPLOYÉS.

Application received—November 12, 1907.

Parties concerned—Strathcona Coal Company, of Edmonton, Alta., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, hours and other conditions of employment.

Number of employés affected—40.

Date of constitution of Board—December 2, 1907.

Membership of Board—Mr. George Montgomery, Edmonton, Alta., Chairman, appointed on the joint recommendation of the other members of the Board, Mr. F. L. Otter, Edmonton, appointed on the recommendation of the employing Company; and Mr. Frank H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—December 28, 1907.

Result of inquiry—Differences adjusted, and agreement concluded dating from September 23, 1907 to March 31, 1909, a strike being thereby averted.

## 21. GRAND TRUNK RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—November 19, 1907.

Parties concerned—Grand Trunk Railway Company of Canada and railroad telegraphers.

Applicants—Employers.

Nature of industry concerned—Railways.

Nature of dispute—Wages and other conditions of employment.

Number of employés affected—300.

Date of constitution of Board—November 30, 1907.



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Membership of Board—Professor Adam Shortt, Kingston, Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing Company; Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés.

Report received—January 23, 1908.

Result of inquiry—Differences adjusted and agreement concluded dating from January 1, 1908, a strike being thereby averted.

## 22. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYÉS AT SPRINGHILL, N.S.

Application received—November 21, 1907.

Parties concerned—Cumberland Railway & Coal Company and employés at Springhill, N.S.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and other conditions of employment.

Number of employés affected—1,700.

Date of constitution of Board—December 24, 1907.

Membership of Board—His Honour Judge Patterson, New Glasgow, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Hiram Donkin, Halifax, appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. R. B. Murray, Springhill, N.S., appointed on the recommendation of the employés.

Report received—January 22, 1908.

Result of inquiry—Employés willing to accept Board's unanimous report, Company unwilling. No further cessation of work took place.

## 23. CANADIAN PACIFIC RAILWAY COMPANY AND CARMEN ON WESTERN LINES.

Application received—November 22, 1907.

Parties concerned—Canadian Pacific Railway Company and carmen employed by Company on western lines.

Applicants—Employers.

Nature of industry concerned—Railways.

Nature of dispute—Wages and hours.

Number of employés affected—1,215.

Date of constitution of Board—November 26, 1907.

Membership of Board—Professor E. Odium, Vancouver, B.C., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. A. M. Nanton, Winnipeg, Man., appointed on the recommendation of the employing Company; Mr. J. H. McVety, Vancouver, B.C., appointed on the recommendation of the employés.

Report received—December 23, 1907.

Result of inquiry—Board's report accepted by both parties as basis of settlement, a strike being thereby averted.



## 24. MCKINLEY-DARRAGH COMPANY, COBALT, ONT., AND EMPLOYÉS.

Application received—December 9, 1907.

Parties concerned—McKinley-Darragh Mining Company, Limited, of Cobalt, Ont., and its employés.

Applicants—Employés.

Nature of industry concerned—Metal mining.

Nature of dispute.—Wages and hours.

Number of employés affected—120.

Date of constitution of Board—December 21, 1907.

Membership of Board—Professor Adam Shortt, Kingston, Chairman, appointed on the joint recommendation of the other members of the Board; Mr. E. C. Kingswell, Haileybury, Ont., appointed on the recommendation of the employing Company; and Mr. John A. Welch, Cobalt, Ont., appointed on the recommendation of the employés.

Report received—January 22, 1908.

Result of inquiry—Strike averted.

## 25. CANADIAN NORTHERN RAILWAY COMPANY AND FIREMEN, ENGINEMEN AND HOSTLERS.

Application received—December 19, 1907.

Parties concerned—Canadian Northern Railway Company and firemen, enginemen and hostlers in its employ.

Applicants.—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Relations of Union to employer.

Number of employés affected—359.

Date of constitution of Board—January 8, 1908.

Membership of Board—Professor Adam Shortt, Kingston, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. H. Richardson, Toronto, appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés.

Report received—January 25, 1908.

Result of inquiry—Differences amicably adjusted, a strike being thereby averted.

## 26. DOMINION COAL COMPANY, DOMINION, B.C., AND EMPLOYÉS.

Application received—January 4, 1906.

Parties concerned—Dominion Coal Company, of Dominion, C.B., and members of the Provincial Workmen's Association.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—7,000.

Date of constitution of Board—February 23, 1908.



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Membership of Board—Professor Adam Shortt, Kingston, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. Dix Fraser, New Glasgow, N.S., appointed on the recommendation of the employing Company; Dr. A. S. Kendall, M.P.P., Sydney, N.S., appointed on the recommendation of the employés.

Report received—March 23, 1908.

Result of inquiry—Differences adjusted and agreement concluded effective from March 16, 1908, to December 31, 1909, a strike being thereby averted.

## 27. GRAND TRUNK RAILWAY COMPANY AND CARMEN.

Application received—January 8, 1908.

Parties concerned—Grand Trunk Railway Company of Canada and carmen in its employ.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—800.

Date of constitution of Board—January 28, 1908.

Membership of Board—Professor Adam Shortt, Kingston, Chairman, appointed on the recommendation of the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing Company; Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés.

Report received—February 28, 1908.

Result of inquiry—Differences amicably adjusted, a strike being thereby averted.

## 28. TEMISKAMING &amp; HUDSON BAY MINING COMPANY, COBALT, ONT., AND EMPLOYÉS.

Application received—January 9, 1908.

Parties concerned—Temiskaming and Hudson Bay Mining Company, Limited, of Cobalt, Ont., and employés.

Applicants—Employés.

Nature of industry concerned—Metal mining.

Nature of disputes—Wages and hours.

Number of employés affected.—50

Date of constitution of Board—January 31, 1908.

Membership of Board—Professor S. J. McLean, Toronto, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. M. F. Pumaville, New Liskeard, Ont., appointed on the recommendation of the employing Company; and Mr. C. B. Duke, Cobalt, Ont., appointed on the recommendation of the employés.

Report received—February 13, 1908.

Result of inquiry—Findings of Board accepted by men but not by Company. No cessation of work.



## 29. HAMILTON STREET RAILWAY COMPANY, ET AL, AND EMPLOYÉS.

Application received—January 25, 1908.

Parties concerned—Hamilton Street Railway Company, the Hamilton and Dundas Railway Company and the Hamilton and Burlington Railway Company and their employés.

Applicants—Employés.

Nature of industry concerned—Street Railways.

Nature of dispute—Relations of Union to employing Companies.

Number of employés affected—Directly 120, indirectly 75.

Date of constitution of Board—February 17, 1908.

Membership of Board—His Honour Judge Monck, County Judge of Wentworth County, Chairman, appointed on the joint recommendation of the other members of the Board; Mr. William Bell, K.C., Hamilton, appointed on the recommendation of the employing companies, and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés.

Report received—April 8, 1908.

Result of inquiry—Strike averted.

## 30. JOHN MARSH, ET AL, COAL MINE OPERATORS, WOODPECKER, ALTA., AND EMPLOYÉS.

Application received—February 10, 1908.

Parties concerned—John Marsh, John Howells, Stevens Brothers, coal mine operators at Woodpecker, Alta., dealt with as a whole, and employés.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—100.

Date of constitution of Board—February 25, 1908.

Membership of Board—The Honourable Mr. Justice Stuart, Calgary, Chairman appointed on the joint recommendation of the other members of the Board; Mr. W. E. Bullock, Taber, Alta., appointed on the recommendation of the employers; and Mr. Frank H. Sherman, Taber, appointed on the recommendation of the employés.

Report received—April 6, 1908.

Result of inquiry—Mines had closed down for lack of orders. Wage scale recommended by majority of Board. Minority report made other recommendation.

## 31. DOMINION MARINE ASSOCIATION AND GREAT LAKES SEAMEN.

Application received—March 6, 1908.

Parties concerned—Dominion Marine Association and Great Lakes seamen.

Applicants—Great Lakes seamen.

Nature of industry concerned—Shipping.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—450.

Date of constitution of Board—April 1, 1908.



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Membership of Board—Professor Adam Shortt, Kingston, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. James Stewart, Kingston, appointed by the Minister in the absence of any recommendation from the Dominion Marine Association; and Mr. John A. Flett, Hamilton, Ont., appointed on the recommendation of the employés.

Report received—April 14, 1908.

Result of inquiry—Strike averted.

32. MANITOBA AND SASKATCHEWAN COAL COMPANY, BIENFAIT, SASK., AND EMPLOYÉS.

Application received—March 16, 1908.

Parties concerned—Manitoba and Saskatchewan Coal Company, Limited, of Bienfait, Sask., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of disputes—Wages and hours.

Number of employés affected—50.

Date of constitution of Board—April 22, 1908.

Membership of Board—His Honour Judge Dawson, Winnipeg, Man., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Geo. R. Crowe, Winnipeg, Man., appointed on the recommendation of the employing Company; and Mr. F. H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—December 8, 1908.

Result of inquiry—Strike averted.

33. WESTERN DIVISION COLLIERIES, TAYLORTON, SASK., AND EMPLOYÉS.

Application received—March 16, 1908.

Parties concerned—The Western Dominion Collieries, Limited, of Taylorton, Sask., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and hours.

Number of employés affected.—90.

Date of establishment of Board—April 10, 1908.

Membership of Board—His Honour R. H. Myers, County Judge, Winnipeg, Man., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Jas. O. Hannah, Calgary, Alta., appointed on the recommendation of the employing Company; and Mr. F. H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—May 5, 1908.

Result of inquiry—Differences adjusted and agreement concluded before Board, effective from May 1, 1908, to May 1, 1909. Strike averted.



## 34. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYÉS AT SPRINGHILL, N.S.

Application received—March 25, 1908.

Parties concerned—Cumberland Railway and Coal Company, Limited, of Springhill, N.S., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages.

Number of employés affected—1,600.

Date of constitution of Board—April 29, 1908.

Membership of Board—His Honour W. B. Wallace, County Judge, Halifax, N.S., Chairman, appointed by the Minister in the absence of a joint recommendation from the other members of the Board; The Honourable John N. Armstrong, North Sydney, N.S., appointed by the Minister in the absence of a recommendation from the employing Company; Mr. R. B. Murray, Springhill, N.S., appointed on the recommendation of the employés.

Report received—May 26, 1908.

Result of inquiry—Strike averted.

## 35. CANADIAN PACIFIC RAILWAY COMPANY AND MECHANICS.

Application received—April 28, 1908.

Parties concerned—Canadian Pacific Railway Company and various trades in its mechanical departments.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—8,000.

Date of constitution of Board—May 13, 1908.

Membership of Board—Mr. P. A. McDonald, Master in Chambers, Winnipeg, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. C. P. Fullerton, Winnipeg, appointed on the recommendation of the employing Company; Mr. James Somerville, Toronto, appointed on the recommendation of the employés. Mr. Fullerton having withdrawn from the Board before its investigation had been concluded and the Company not recommending a substitute, Mr. G. F. Galt, of Winnipeg, was appointed by the Minister to succeed Mr. Fullerton.

Report received—July 16, 1908.

Result of inquiry—Employés refused to accept findings of Board and ceased work on August 5; the employés returned to work on October 5, accepting the Board's recommendations.

## 36. STANDARD COAL COMPANY EDMONTON, ALTA., AND EMPLOYÉS.

Application received—May 2, 1908.

Parties concerned—Standard Coal Company, of Edmonton, Alta., and employés.

Applicants—Employés.



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Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—20.

Date of constitution of Board—June 19, 1908.

Membership of Board—His Honour Judge Taylor, Edmonton, Alta., Chairman, appointed in the absence of any joint recommendation from the other members of the Board; Mr. Frank B. Smith, Edmonton, Alta., appointed on the recommendation of the employing Company; Mr. F. H. Sherman, Taber, Alta., appointed on the recommendation of the employés.

Report received—July 22, 1908.

Result of inquiry—The Company had previously made an agreement individually with the employés, strike averted.

## 37. OTTAWA ELECTRIC RAILWAY COMPANY AND EMPLOYÉS.

Application received—May 8, 1908.

Parties concerned—Ottawa Electric Railway Company and employés.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—256.

Date of constitution of Board—May 22, 1908.

Membership of Board—Professor Adam Shortt, Kingston, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Geo. F. Henderson, K.C., Ottawa, appointed on the recommendation of the employing Company; Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—June 15, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

## 38. NOVA SCOTIA STEEL AND COAL COMPANY, NORTH SYDNEY, N.S., AND EMPLOYÉS.

Application received—May 12, 1908.

Parties concerned—Nova Scotia Steel and Coal Company, Limited, of North Sydney, N.S., and its employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—1,750.

Date of constitution of Board—June 19, 1908.

Membership of Board—Professor Adam Shortt, Kingston, appointed on the joint recommendation of the other two members of the Board; Dr. David Allison, Sackville, N.B., appointed by the Minister in the absence of any recommendation from the Company; Mr. J. W. Maddin, Sydney, C.B., appointed on the recommendation of the employés.

Report received—August 1, 1908.

Result of inquiry—Differences amicably arranged; strike averted.



39. INTERCOLONIAL RAILWAY AND STATION FREIGHT CLERKS AT ST. JOHN  
AND HALIFAX.

Application received—May 14, 1908.

Parties concerned—Intercolonial Railway of Canada and Station Freight Clerks  
at St. John and Halifax.

Applicants—Employés.

Nature of industries concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—Not stated.

Date of constitution of Board—September 8, 1908.

Membership of Board—His Honour D. McGibbon, Brampton, County Judge  
of Peel, Chairman, appointed on the joint recommendation of the other  
members of the Board; Mr. Henry Holgate, C.E., Montreal, appointed on  
the recommendation of the Government Railways Managing Board; and  
Mr. R. E. Finn, M.P.P., Halifax, N.S., appointed on the recommendation of  
the employés. Mr. Finn subsequently withdrew from the Board, and was  
replaced by Mr. J. G. O'Donoghue, of Toronto, Ont.

Report received—October 6, 1908.

Result of inquiry—Strike averted.

40. INTERNATIONAL COAL & COKE COMPANY, WESTVILLE, N.S., AND EMPLOYÉS.

Application received—May 14, 1908.

Parties concerned—The International Coal & Coke Company of Westville, N.S.,  
and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—800.

Date of constitution of Board—

Membership of Board—

Report received—

Result of inquiry—No Board was established in this case, the parties having come  
to an amicable agreement subsequent to forwarding the application, a strike  
being thereby averted.

41. ACADIA COAL COMPANY, STELLARTON, N.S., AND EMPLOYÉS.

Application received—May 15, 1908.

Parties concerned—The Acadia Coal Company, of Stellarton, N.S., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—800.

Date of constitution of Board—

Membership of Board—



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Report received—

Result of inquiry—No Board was established in this case, the parties having come to an amicable agreement subsequent to forwarding the application, a strike being thereby averted.

## 42. PORT HOOD, RICHMOND RAILWAY COMPANY, PORT HOOD, N.S., AND EMPLOYÉS.

Application received—May 18, 1908.

Parties concerned—Port Hood, Richmond Railway Coal Company, Limited, of Port Hood, N.S., and its employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—300.

Date of constitution of Board—June 8, 1908.

Membership of Board—His Honour Angus McGillivray, County Judge, Antigonish, N.S., appointed on the joint recommendation of the other members of the Board; Mr. G. S. Campbell, Halifax, N.S., appointed on the recommendation of the employing Company; and Mr. Mr. James MacDonald, M.P.P., West Bay, N.S., appointed on the recommendation of the employés.

Report received—July 2, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

## 43. CANADIAN PACIFIC RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—May 29, 1908.

Parties concerned—Canadian Pacific Railway Company and railroad telegraphers in its employ.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Alleged wrongful dismissal of an employé.

Number of employés affected—Directly 1, indirectly 1,605.

Date of constitution—June 17, 1908.

Membership of Board—The Honourable Mr. Justice Fortin, Superior Court, Montreal, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Charles S. Campbell, K.C., Montreal, appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés. Mr. O'Donoghue subsequently withdrew from the Board, finding himself unable to serve because of private engagements, and on the recommendation of the employés affected, Mr. W. T. J. Lee, Toronto, was appointed to the Board in his place.

Report received—September 26, 1908.

Result of inquiry—Agreement concluded before the Board; strike averted.



44. MARITIME COAL, RAILWAY AND POWER COMPANY, CHIGNECTO, N.S., AND EMPLOYÉS.

Application received—July 2, 1908.

Parties concerned—Maritime Coal, Railway and Power Company, Ltd., Chignecto, N.S., and its employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—200.

Date of constitution of Board—July 6, 1908.

Membership of Board—Rev. W. Charles Wilson, Springhill, N.S., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Brunswick B. Barnhill, Two Rivers, N.S., appointed on the recommendation of the employing Company; and Mr. R. B. Murray, Springhill, N.S., appointed on the recommendation of the employés.

Report received—July 27, 1908.

Result of inquiry—Agreement concluded on all points for a period of two years from July 31, 1908; strike averted.

45. COBALT CENTRAL MINING COMPANY, COBALT, ONT., AND EMPLOYÉS.

Application received—July 20, 1908.

Parties Concerned—Cobalt Central Mining Company, Ltd., Cobalt, and its employés.

Applicants—Employés.

Nature of industry concerned—Metal mining.

Nature of dispute—Wages and hours.

Number of employés affected—105.

Date of constitution of Board—August 22, 1908.

Membership of Board—Mr. John A. Ewan, Toronto, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Ewan finding himself unable to act withdrew from the Board and was succeeded by Prof. S. J. McLean, of the University of Toronto; Mr. E. C. Fraleck, Cobalt, appointed on the recommendation of the employing Company, and Mr. Charles B. Duke, Cobalt, appointed on the recommendation of the employés.

Report received—August 29, 1908.

Result of inquiry—Strike averted.

46. CANADIAN NORTHERN QUEBEC RAILWAY COMPANY AND EMPLOYÉS.

Application received—August 21, 1908.

Parties concerned—Quebec and Lake St. John Division of the Canadian Northern Quebec Railway Company and its employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.



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Number of employés affected—49.

Date of constitution of Board—September 30, 1908.

Membership of Board—Mr. Cyrille Tessier, Quebec, was appointed Chairman on the joint recommendation of the other members of the Board, but notified the Department that it would be impossible for him to undertake the duties of the position. Mr. Ludovic Brunet, Quebec, was accordingly appointed to succeed Mr. Tessier as Chairman, on the recommendation of the other members of the Board. Mr. Edward A. Evans, Quebec, was appointed a member of the Board on the recommendation of the employing Company, and Mr. Alfred Chartrain, Montreal, on the recommendation of the employés.

Report received—November 19, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

## 47. CANADIAN PACIFIC RAILWAY COMPANY AND FIREMEN AND ENGINEMEN.

Application received—August 22, 1908.

Parties concerned—Canadian Pacific Railway Company and Firemen and Engineers in its employ.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Alleged wrongful dismissal of certain employés.

Number of employés affected—Directly, 2,000; indirectly, 5,000.

Date of constitution of Board—January 5, 1909.

Membership of Board—Honourable Mr. Justice Fortin, of the Superior Court, Montreal, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés.

Report received—January 15, 1909.

Result of inquiry—Agreement concluded on all points; strike averted.

## 48. CANADIAN NORTHERN ONTARIO RAILWAY COMPANY ET AL, AND LOCOMOTIVE ENGINEERS.

Application received—August 22, 1908.

Parties concerned—Canadian Northern Ontario, the Canadian Northern Quebec and the Quebec & Lake St. John Railway Companies and Locomotive Engineers in their employ.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—Directly 81, indirectly 260.

Date of constitution of Board—September 14, 1908.



Membership of Board—His Honour R. D. Gunn, Junior County Judge of Carleton County, Chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. Richardson, Toronto, appointed on the recommendation of the employing Companies; and Mr. J. Harvey Hall, Toronto, appointed on the recommendation of the employés.

Report received—November 16, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

#### 49. QUEBEC HEAT, LIGHT AND POWER COMPANY, QUEBEC, QUE., AND EMPLOYÉS.

Application received—September 3, 1908.

Parties concerned—Quebec Heat, Light and Power Company, Quebec, Que., and its employés.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Alleged wrongful dismissal of certain employés.

Number of employés affected—Directly 2, indirectly 114.

Date of constitution of Board—

Membership of Board—Mr. W. H. Moore, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. Omer Brunet, Quebec, Que., appointed on the recommendation of the employés. An agreement was reached on all points before a Chairman for this Board had been appointed.

Report received—October 6, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

#### 50. GALBRAITH COAL COMPANY, LUNDBRECK, ALTA., AND EMPLOYÉS.

Application received—October 19, 1908.

Parties concerned—The Galbraith Coal Company, Ltd., Lundbreck, Alta., and its employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—30.

Date of constitution of Board—November 25, 1908.

Membership of Board—Mr. Charles Simister, Fernie, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. B. Smith, Edmonton, Alta., appointed on the recommendation of the employing Company; Mr. J. A. MacDonald, Blairmore, Alta., appointed on the recommendation of the employés.

Report received—December 14, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

#### 51. JOHN RITCHIE COMPANY, QUEBEC, QUE., AND EMPLOYÉS.

Application received—December 17, 1908.

Parties concerned—The John Ritchie Company, Limited, of Quebec, Que., and certain employés (lasters).

Applicants—Employés and employers.



## SESSIONAL PAPER No. 36a

Nature of industry concerned—Boot and shoe making.

Nature of dispute—Wages and introduction of certain machinery.

Number of employés affected—Directly 27, indirectly 205.

Date of constitution of Board—December 31, 1908.

Membership of Board—Dr. Charles Coté, Quebec, Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Felix Marois, Quebec, appointed on the recommendation of the employing Company; and Mr. Zébedée Bérubé, Quebec, appointed on the recommendation of the employés.

Report received—February 17, 1909.

Result of inquiry—Agreement concluded before the Board on all matters in dispute, effective from February 12, 1909, to May 1, 1910; strike averted.

## 52. KINGSTON AND PEMBROKE RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—December 26, 1908.

Parties concerned—Kingston and Pembroke Railway Company and employés, members of the Order of Railroad Telegraphers.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—Directly, 19; indirectly, 1,600.

Date of constitution of Board—January 15, 1909.

Membership of Board—His Honour R. D. Gunn, Ottawa, Ont., Junior Judge of the County of Carleton, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. L. Whiting, K.C., Kingston, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—April 22, 1909.

Result of inquiry—No cessation of work.

## 53. GREAT NORTH WESTERN TELEGRAPH COMPANY, AND CERTAIN EMPLOYÉS.

Application received—December 29, 1908.

Parties concerned—Great North Western Telegraph Company of Canada, and certain Railroad Telegraphers on the Michigan Central Railroad in Canada.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Abolition by the Great North Western Telegraph Company of Canada of commissions on commercial business on lines of the Michigan Central Railroad system.

Number of employés affected—Directly, 25; indirectly, 50.

Date of constitution of Board—February 8, 1909.

Membership of Board—His Honour D. McGibbon, County Judge of Peel, Brampton, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. F. Mackay, Toronto,



appointed by the Minister in the absence of any recommendation from the Great North Western Telegraph Company; Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employés.

Report received—March 22, 1909.

Result of inquiry—No cessation of work.

54. MANITOBA CARTAGE AND WAREHOUSING COMPANY, WINNIPEG, MAN., AND EMPLOYÉS.

Application received—February 10, 1909.

Parties concerned—Manitoba Cartage and Warehousing Company, Ltd., of Winnipeg, Man., and its employés.

Applicants—Employés.

Nature of industry concerned—Transportation.

Nature of dispute—Alleged discharge of Union men.

Number of employés affected—Directly, 40; indirectly, 260.

Date of constitution of Board—March 2, 1909.

Membership of Board—Rev. Dr. Charles W. Gordon, D.D., Winnipeg, Chairman. Rev. Dr. Gordon was at first appointed as a member of the Board in the absence of any recommendation from the Company; Mr. Thomas J. Murray was appointed a member of the Board on the recommendation of the employés; Professor R. R. Cochrane, Winnipeg, was recommended by the other two members of the Board for appointment as third member, but in accordance with the wishes of the Board, Rev. Dr. Gordon was appointed chairman and Professor Cochrane was deemed to have been appointed on behalf of the Company.

Report received—April 1, 1909.

Result of inquiry—Strike averted.

55. DOMINION COAL COMPANY, GLACE BAY, C.B., AND EMPLOYÉS.

Application received—March 4, 1909.

Parties concerned—Dominion Coal Company, Glace Bay, C.B., and employés, members of the United Mine Workers of America.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Alleged discrimination against certain employés, members of the United Mine Workers of America; recognition of U.M.W.A.

Number of employés affected—3,000.

Date of constitution of Board—March 22, 1909.

Membership of Board—His Honour W. B. Wallace, County Judge, Halifax, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. G. S. Campbell, Halifax, N.S., appointed by the Minister in the absence of a recommendation from the employing Company; and Mr. Daniel McDougall, Glace Bay, C.B., appointed on the recommendation of the employés.



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Report received—April 16, 1909.

Result of inquiry—The employés concerned being unwilling to accept the findings of the Board, a strike was declared on July 6, 1909, which lasted until April 28, 1910, when the men, then numbering about 1,300, returned to work, substantially on the lines recommended in the report of the Board.

## 56. BRITISH COLUMBIA COPPER COMPANY, GREENWOOD, B.C., AND EMPLOYÉS.

Application received—April 5, 1909.

Parties concerned—British Columbia Copper Company and employés.

Applicants—Employés.

Nature of industry concerned—Metal mining (copper).

Nature of dispute—Alleged discrimination against certain employés.

Number of employés affected—225.

Date of constitution of Board—April 29, 1909.

Membership of Board—His Honour Judge P. E. Wilson, Cranbrook, B.C., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. E. Cronyn, Toronto, Ont., appointed on the recommendation of the employing Company, and Mr. John McInnis, Phoenix, B.C., appointed on the recommendation of the employés.

Reports received—May 21, June 3 and June 11, 1909.

Result of inquiry—Employés refused to accept findings of Board and ceased work on June 26, 1909. Strike continued until July 24, 1909, when a settlement was effected.

## 57. NICOLA VALLEY COAL AND COKE COMPANY, MIDDLESBORO, B.C., AND EMPLOYÉS.

Application received—April 13, 1909.

Parties concerned—Nicola Valley Coal and Coke Company, Middlesboro, B.C., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Alleged discrimination against certain employés.

Number of employés affected—150.

Date of constitution of Board—May 7, 1909.

Membership of Board—His Honour Judge P. S. Lampman, Victoria, B.C., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Thos. Kiddie, Northport, Wash., appointed on the recommendation of the employing Company; and Mr. Thos. Chas. Brooks, Merritt, B.C., appointed on the recommendation of the employés.

Reports received—June 3, June 11, June 16, 1909.

Result of inquiry—Employés ceased work during constitution of Board, and mines were closed down until after the investigation was finished, when operations were resumed, the men being engaged under new conditions. An understanding was subsequently reached between the management and the men, which was no doubt promoted by the inquiry.



## 58. WINNIPEG ELECTRIC RAILWAY COMPANY, WINNIPEG, MAN., AND EMPLOYÉS.

Application received—April 20, 1909.

Parties concerned—Winnipeg Electric Railway Company, Winnipeg, Man., and employés.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—Directly, 500; indirectly, 100.

Date of constitution of Board—May 10, 1909.

Membership of the Board—Rev. Dr. C. W. Gordon, Winnipeg, Man., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. J. Christie, Winnipeg, Man., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—June 1, 1909.

Result of inquiry—Two years' agreement concluded on all points, strike being thereby averted.

## 59. NOVA SCOTIA STEEL AND COAL COMPANY, SYDNEY MINES, C.B., AND EMPLOYÉS.

Application received—April 26, 1909.

Parties concerned—Nova Scotia Steel and Coal Company, Limited, Sydney Mines, C.B., and employés, members of the United Mine Workers of America.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, conditions of labour, and demand for recognition of the U.M.W.A.

Number of employés affected—340.

Date of constitution of Board—June 7, 1909.

Membership of Board—His Honour Judge J. P. Chipman, Kentville, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; His Honour Judge A. McGillvray, Antigonish, N.S., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. Daniel McDougall, Glace Bay, C.B., appointed on the recommendation of the employés.

Report received—July 23, 1909.

Result of inquiry—The report of the Board found against the claims of the employés, whilst the minority report by Mr. Daniel McDougall supported their claims. There was, however, no cessation of work.

## 60. DOMINION TEXTILE COMPANY, MONTREAL, QUE., AND EMPLOYÉS.

Application received—April 27, 1909.

Parties concerned—Dominion Textile Company, Montreal, Que., and mule spinners in its employ.

Applicants—Employés.



## SESSIONAL PAPER No. 36a

Nature of industry concerned—Textile.

Nature of dispute—Wages.

Number of employés affected—Directly, 70; indirectly, 3,000.

Date of constitution of Board—May 25, 1909.

Membership of Board—Honourable Mr. Justice Thos. Fortin, Montreal, Que., Chairman, appointed on the recommendation of the other members of the Board; Mr. F. G. Daniels, Montmorency, Que., appointed on the recommendation of the employing Company, and Mr. A. A. Gibeault, Montreal, Que., appointed on the recommendation of the employés.

Report received—May 25, 1909.

Result of inquiry—Report of Board accepted by both parties to the dispute, a strike being thereby averted.

## 61. CANADIAN PACIFIC RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—May 7, 1909.

Parties concerned—Canadian Pacific Railway Company and its railroad telegraphers, members of the Order of Railroad Telegraphers.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Alleged unfair dismissal and breach of contract.

Number of employés affected—1,600.

Date of constitution of Board—May 29, 1909.

Membership of Board—Honourable Mr. Justice Thos. Fortin, Montreal, Que., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Report received—June 11, 1909.

Result of inquiry—Unanimous report of Board was accepted by both parties to the dispute, a strike being thereby averted.

## 62. WESTERN COAL OPERATORS' ASSOCIATION AND EMPLOYÉS.

Application received—May 8, 1909.

Parties concerned—Western Coal Operators' Association and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—2,100.

Date of constitution of Board—May 15, 1909.

Membership of Board—Rev. Hugh Grant, Fernie, B.C., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Colin Macleod, Macleod, Alta., appointed on the recommendation of the employing Companies; and Mr. F. H. Sherman, Taber, Alta., appointed on the recommendation of the employés.



Report received—June 21, 1909.

Result of inquiry—Employés ceased work on March 31, 1909, on the expiry of the agreement under which they had previously been working. Strike continued during sessions of Board, and was terminated on June 30, 1909, by the signing of a new agreement, effective to March 31, 1911, which was based on the report of the Board.

63. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYÉS AT SPRINGHILL, N.S.

Application received—May 10, 1909.

Parties concerned—Cumberland Railway and Coal Company, Springhill, N.S., and employés.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, conditions of labour, and demand for recognition of the United Mine Workers of America.

Number of employés affected—1,550.

Date of constitution of Board—June 5, 1909.

Membership of Board—Honourable Mr. Justice J. W. Longley, Halifax, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Chas. Archibald, Halifax, N.S., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. E. B. Paul, M.P.P., Springhill, N.S., appointed on the recommendation of the employés.

Report received—July 23, 1909.

Result of inquiry—The Board's findings were not accepted by the employés, and strike was declared by them on August 9, 1909, which resulted in the closing down of the Company's mines until early in the month of March, 1910, when operations were resumed on a limited scale. A number of the Company's former employés still remained on strike at the end of the month of March.

64. CANADIAN PACIFIC RAILWAY COMPANY AND FREIGHT HANDLERS AT OWEN SOUND, ONT.

Application received—May 17, 1909.

Parties concerned—Canadian Pacific Railway Company and freight handlers at Owen Sound, Ont.

Applicants—Employés.

Nature of industry concerned—Transportation.

Nature of dispute—Wages.

Number of employés affected—250.

Date of constitution of Board—June 2, 1909.

Membership of Board—Mr. Donald Ross, Barrie, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.



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Report received—June 17, 1909.

Result of inquiry—Employés who had declared strike returned to work on applying for Board. Employés later accepted employment on basis of Board's report.

## 65. GRAND TRUNK PACIFIC RAILWAY COMPANY AND EMPLOYÉS.

Application received—June 3, 1909.

Parties concerned—Grand Trunk Pacific Railway Company and engineers, firemen, conductors, brakemen, baggagemen and yardmen in its employ.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—300.

Date of constitution of Board—June 24, 1909.

Membership of Board—Honourable R. F. Sutherland, M.P., Windsor, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—August 14, 1909.

Result of inquiry—Agreement concluded on all points in dispute. No cessation of work occurred.

## 66. CANADIAN NORTHERN RAILWAY COMPANY AND MAINTENANCE-OF-WAY EMPLOYÉS.

Application received—June 8, 1909.

Parties concerned—Canadian Northern Railway Company and its maintenance-of-way employés on lines west of Port Arthur, Ont.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—Directly, 1,100; indirectly, 700.

Date of constitution of Board—June 24, 1909.

Membership of Board—His Honour Judge R. H. Myers, Winnipeg, Man., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. J. Christie, Winnipeg, Man., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—July 21, 1909.

Result of inquiry—Agreement concluded on all points; strike being thereby averted.

## 67. CANADA WEST COAL COMPANY, TABER, ALTA., AND EMPLOYÉS.

Application received—June 15, 1909.

Parties concerned—Canada West Coal Company, Taber, Alta., and employés.

Applicants—Employers.



Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—300.

Date of constitution of Board—July 3, 1909.

Membership of Board—His Honour Judge R. Winter, Lethbridge, Alta., Chairman, appointed on the recommendation of the other members of the Board; Mr. Colin Macleod, Macleod, Alta., appointed on the recommendation of the employing Company; and Mr. W. C. Simmons, Lethbridge, Alta., appointed on the recommendation of the employés.

Report received—July 19, 1909.

Result of inquiry—A unanimous report was presented by the Board. An agreement based on the findings of the Board was subsequently signed by the parties concerned, effective from July 30, 1909, to March 31, 1911. The employés who had been on strike from April 23 returned to work on July 30.

#### 68. CORPORATION OF SASKATOON, SASK., AND LABOURERS.

Application received—July 8, 1909.

Parties concerned—Corporation of Saskatoon, Sask., and labourers in its employ.

Applicants—Employés.

Nature of industry concerned—Municipal public utilities.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—Directly, 150; indirectly, 150.

Date of constitution of Board—August 4, 1909.

Membership of Board—Mr. E. J. Meilicke, Dundurn, Sask., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Alex. Smith, Saskatoon, Sask., appointed on the recommendation of the corporation of Saskatoon; and Mr. E. Stephenson, Winnipeg, Man., appointed on the recommendation of the employés.

Report received—September 9, 1909.

Result of inquiry—No cessation of work.

#### 69. INTERCOLONIAL RAILWAY AND ROUNDHOUSE EMPLOYÉS.

Application received—August 11, 1909.

Parties concerned—Intercolonial Railway of Canada and its round-house employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Alleged discrimination against certain employés.

Number of employés affected—Directly, 20; indirectly, 1,000.

Date of constitution of Board—September 25, 1909.

Membership of Board—Sir George Garneau, Kt., Quebec, Que., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Jas. H. Gilmour, Brockville, Ont., appointed on the recommendation of the Government Railways Managing Board; and Mr. Aaron A. R. Mosher, Halifax, N.S., appointed on the recommendation of the employés.



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Report received—November 17, 1909.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute which were accepted by both parties concerned; a strike being thereby averted.

70. CANADIAN PACIFIC RAILWAY COMPANY AND FREIGHT HANDLERS AT FORT WILLIAM, ONT.

Application received—August 18, 1909.

Parties concerned—Canadian Pacific Railway Company and its freight handlers at Fort William, Ont.

Applicants—Employés.

Nature of industry concerned—Transportation.

Nature of dispute—Wages and conditions of labour.

Number of employés affected—700.

Date of constitution of Board—August 20, 1909.

Membership of Board—Mr. S. C. Young, Fort William, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. J. Christie, Winnipeg, Man., appointed on the recommendation of the employing Company; and Mr. W. T. Rankin, Fort William, Ont., appointed on the recommendation of the employés.

Report received—August 30, 1909.

Result of inquiry—Employés, for most part foreigners, had gone on strike in ignorance of the Act, but returned to work on applying for Board. Board's recommendations for settlement were accepted by both parties concerned. No further cessation of work occurred.

71. INTERCOLONIAL RAILWAY AND MACHINISTS AND FITTERS.

Application received—October 2, 1909.

Parties concerned—Intercolonial Railway of Canada and machinists and fitters in its employ.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Alleged unfair dismissal of certain employés and alleged violation of contract.

Number of employés affected—Directly, 363; indirectly, 43.

Date of constitution of Board—October 4, 1909.

Membership of Board—His Honour Judge J. A. Barron, Stratford, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Jas. H. Gilmour, Brockville, Ont., appointed on the recommendation of the Government Railways Managing Board; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—December 8, 1909.

Result of inquiry—A unanimous report was presented by the Board for settlement of dispute, which was accepted by both parties concerned; a strike being thereby averted.



## 72. EDMONTON STANDARD COAL COMPANY, EDMONTON, ALTA., AND EMPLOYÉS.

Application received—November 18, 1909.

Parties concerned—Edmonton Standard Coal Company, Edmonton, Alta., and employés.

Applicants—Employers.

Nature of industry affected—Coal mining.

Nature of dispute—Wages and dismissal of employés.

Number of employés affected—75.

Date of constitution of Board—December 2, 1909.

Membership of Board—Mr. Geo. F. Cunningham, Edmonton, Alta., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Frank B. Smith, Edmonton, Alta., appointed on the recommendation of the employing Company; and Mr. Clement Stubbs, Bellevue, Alta., appointed on the recommendation of the employés.

Report received—December 27, 1909.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned; a strike being thereby averted.

## 73. JAMES W. BLAIN, CARDIFF, ALTA., AND EMPLOYÉS.

Application received—December 2, 1909.

Parties concerned—James W. Blain, contractor for output of Cardiff Coal Company, Limited, Cardiff, Alta., and employés.

Applicants—Employer.

Nature of industry affected—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—Directly, 60; indirectly, 15.

Proceedings in connection with this application were discontinued in view of an agreement being reached by the parties concerned.

## 74. GRAND TRUNK RAILWAY COMPANY AND TELEGRAPHERS AND STATION AGENTS.

Application received—December 3, 1909.

Parties concerned—Grand Trunk Railway Company and telegraphers and station agents in its employ on lines east of Detroit, Mich.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages, advertising of vacancies, &c.

Number of employés affected—760.

Date of constitution of Board—December 21, 1909.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Report received—February 24, 1910.

Result of inquiry—No cessation of work occurred.



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## 75. ALBERTA COAL MINING COMPANY, CARDIFF, ALTA., AND EMPLOYÉS.

Application received—January 5, 1910.

Parties concerned—Alberta Coal Mining Company, Cardiff, Alta., and employés.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—Directly, 35; indirectly, 50.

Date of constitution of Board—January 17, 1910.

Membership of Board—Mr. R. G. Duggan, Taber, Alta., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. O. Hannah, Taber, Alta., appointed on the recommendation of the employing Company; and Mr. Clement Stubbs, Bellevue, Alta., appointed on the recommendation of the employés.

Report received—April 2, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which was understood to have been accepted by both parties, a strike being thereby averted.

## 76. BRITISH COLUMBIA COPPER COMPANY, GREENWOOD, B.C., AND EMPLOYÉS.

Application received—January 8, 1910.

Parties concerned—British Columbia Copper Company, Greenwood, B.C., and employés.

Applicants—Employers.

Nature of industry concerned—Metal mining.

Nature of dispute—Employés' unwillingness to work with non-union men.

Number of employés affected—350.

Date of constitution of Board—January 22, 1910.

Membership of Board—Mr. J. H. Senkler, Vancouver, B.C., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. A. Mara, Victoria, B.C., appointed on the recommendation of the employing Company; and Mr. John McInnis, Phoenix, B.C., appointed on the recommendation of the employés.

Reports received—March 1 and March 29, 1910.

Result of inquiry—Report of Board was accompanied by minority report signed by Mr. John McInnis, member appointed on behalf of the employés. The Board's report was in favour of the Company and the minority report in favour of the men.

## 77. SHIPPING FEDERATION OF CANADA, MONTREAL, AND LONGSHOREMEN.

Application received—March 14, 1910.

Parties concerned—Various shipping Companies doing business at the Port of Montreal, comprised in the Shipping Federation of Canada, and the Syndicated Longshoremen of that Port.

Applicants—Employés.

Nature of industry concerned—Shipping.



Nature of dispute—Wages and conditions of employment.

Number of employés affected—1,800.

Date of constitution of Board—April 7, 1910.

Membership of Board—The Honourable Mr. Justice Fortin, Montreal, Que., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. William Lyall, Montreal, Que., appointed on the recommendation of the employing Companies; and Mr. Gustave Francq, Montreal, Que., appointed on the recommendation of the employés.

Report received—April 20, 1910.

Result of inquiry—Unanimous report of Board was accepted by both parties to the dispute, an agreement being entered into effective for a period of five years. A permanent Board of Conciliation was also established to deal with future grievances.

#### 78. TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY AND EMPLOYÉS IN TRAIN AND YARD SERVICE.

Application received—March 17, 1910.

Parties concerned—Toronto, Hamilton & Buffalo Railway Company and conductors, baggagemen, brakemen and yardmen.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—101.

Date of constitution of Board—April 6, 1910.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—

Result of inquiry—Agreement was reached between parties concerned without Board having been convened.

#### 79. CANADIAN PACIFIC RAILWAY COMPANY AND EMPLOYÉS IN TRAIN AND YARD SERVICE.

Application received—March 17, 1910.

Parties concerned—Canadian Pacific Railway Company and conductors, baggagemen, brakemen and yardmen.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—4,360.

Date of constitution of Board—March 31, 1910.



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Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Reports received—June 22, 1910.

Result of inquiry—An agreement was concluded between the parties concerned which was based on the Board's report, a strike being thereby averted.

## 80. GRAND TRUNK RAILWAY COMPANY AND EMPLOYÉS IN TRAIN AND YARD SERVICE.

Application received—March 17, 1910.

Parties concerned—The Grand Trunk Railway Company and its conductors, baggagemen, brakemen and yardmen.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—3,017.

Date of constitution of Board—April 6, 1910.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Reports received—June 22, 1910.

Result of inquiry—Report of Board not being acceptable to employés concerned, a strike was declared on July 18 which continued until August 2, when a settlement was arrived at through Government intervention.

## 81. GRAND TRUNK PACIFIC RAILWAY COMPANY AND TELEGRAPHERS AND STATION AGENTS.

Application received—March 19, 1910.

Parties concerned—The Grand Trunk Pacific Railway Company and its telegraphers and station agents.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—75.

Date of constitution of Board—April 22, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Donald Ross, Barrie, Ont., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Report received—July 7, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute. No cessation of work occurred.



## 82. DOMINION ATLANTIC RAILWAY COMPANY, KENTVILLE, N.S., AND EMPLOYES.

Application received—March 22, 1910.

Parties concerned—Dominion Atlantic Railway Company, Kentville, N.S., and employés, members of Canadian Brotherhood of Railroad Employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Conditions of employment and alleged discrimination against union employés.

Number of employés affected—Four directly, and 25 indirectly.

Date of constitution of Board—April 29, 1910.

Membership of Board—The Honourable John N. Armstrong, North Sydney, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. McCallum Grant, Halifax, N.S., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. Aaron A. R. Mosher, Halifax, N.S., appointed on the recommendation of the employés.

Reports received—May 12, 1910.

Result of inquiry—No cessation of work occurred.

## 83. CANADIAN-AMERICAN COAL AND COKE COMPANY, FRANK, ALTA., AND EMPLOYES.

Application received—April 18, 1910.

Parties concerned—The Canadian-American Coal and Coke Company and employés, members of Frank Local No. 1263, U.M.W.A.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, conditions of employment, and union recognition.

Number of employés affected—262.

Date of constitution of Board—April 29, 1910.

Membership of Board—Mr. I.S.G. VanWart, Calgary, Alta., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Colin Macleod, Macleod, Alta., appointed on the recommendation of the employing Company; and Mr. Clement Stubbs, Bellevue, Alta., appointed on the recommendation of the employés.

Report received—June 4, 1910.

Result of inquiry—Settlement was arrived at by Chairman without Board being formally convened, an agreement being concluded between the parties concerned, effective to March 31, 1911.

## 84. THE CANADIAN NORTHERN RAILWAY COMPANY AND BLACKSMITHS.

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and members of Blacksmiths' Railway Union, No. 147.

Applicants—Employés.

Nature of industry concerned—Railways.



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Nature of dispute—Wages, hours and conditions of employment.

Number of employés affected—30.

Proceedings in connection with this application were discontinued owing to settlement having been arrived at between the parties concerned.

## 85. CANADIAN NORTHERN RAILWAY COMPANY AND BLACKSMITHS' HELPERS.

Application received—May 2, 1910.

Parties concerned—Canadian Northern Railway Company and members of Blacksmiths' Helpers' Lodge, No. 335.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employés affected—Between 30 and 40.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

## 86. CANADIAN NORTHERN RAILWAY COMPANY AND MACHINISTS.

Application received—May 2, 1910.

Parties concerned—Canadian Northern Railway Company and members of Fort Garry Lodge, No. 189, International Association of Machinists.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employés affected—325.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

## 87. CANADIAN NORTHERN RAILWAY COMPANY AND MACHINISTS' HELPERS.

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and machinists' helpers, members of Federal Union No. 4.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employés affected—57.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

## 88. CANADIAN NORTHERN RAILWAY COMPANY AND MOULDERS.

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and members of Moulders' Union, No. 174.

Applicants—Employés.

Nature of industry concerned—Railways.



Nature of dispute—Wages, hours and conditions of employment.

Number of employés affected—13.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

#### 89. CANADIAN NORTHERN RAILWAY COMPANY AND CARMEN AND PLUMBERS.

Applications received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and members of Carmen's Union and Plumbers', Gas and Steamfitters' Union, No. 479, respectively.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employés affected—432.

Date of constitution of Board—May 23, 1910.

Membership of Board—Mr. William Elliott Macara, Winnipeg, Man., Chairman, appointed by the Minister on the joint recommendation of the other members of the Board; Mr. David Havelock Cooper, Winnipeg, Man., appointed on the recommendation of the employing Company; and Mr. Philip C. Locke, Winnipeg, Man., appointed on the recommendation of the employés.

Report received—June 28, 1910.

Result of inquiry—Employés refused to accept the award of the Board and ceased work on July 7, 1910. They returned to work, however, on September 27, 1910, on the terms of the Board's report.

#### 90. CANADIAN NORTHERN RAILWAY COMPANY AND BOILERMAKERS AND IRON SHIPBUILDERS.

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and boilermakers, boilermakers' specialists and boilermakers' helpers, members of Boilermakers and Iron Shipbuilders of America, Fort Garry, No. 451, and Boilermakers' and Iron Builders and Helpers' Lodge, No. 212.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employés affected—170.

Membership of Board—Mr. David Havelock Cooper, Winnipeg, Man., was appointed a member of the Board on the recommendation of the employing Company. Further proceedings were, however, discontinued owing to a settlement having been arrived at by the parties concerned.

#### 91. INTERCOLONIAL RAILWAY AND RAILROAD TELEGRAPHERS.

Application received—June 21, 1910.

Parties concerned—The Intercolonial and Prince Edward Island Railways and telegraphers, train despatchers and station agents, members of the Order of Railroad Telegraphers.



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Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Proposed amendments to schedule and alleged unfair treatment of certain employés.

Number of employés affected—490.

Date of constitution of Board—January 4, 1911.

Membership of Board—His Honour Judge John A. Barron, Stratford, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. H. Gilmour, Brockville, Ont., appointed on the recommendation of the Government Railways Managing Board; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—February 20, 1911.

Result of inquiry—Establishment of Board was delayed owing to arrangements having been made for a conference between the Government Railways Managing Board and representatives of the employés concerned. On November 14, 1910, the Department was informed that the parties had been unable to adjust the differences in question. A Board was accordingly established. The Board presented a unanimous report making certain recommendations for the settlement of the dispute which were accepted by the Government Railways Managing Board and by the employés, a strike being thereby averted.

## 92. CANADIAN PACIFIC RAILWAY COMPANY AND COMMERCIAL TELEGRAPHERS.

Application received—June 23, 1910.

Parties concerned—The Canadian Pacific Railway Company and commercial telegraphers, members of the Commercial Telegraphers' Union of America.

Applicants—Employés.

Nature of industry concerned—Telegraphy.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—600.

Date of constitution of Board—July 7, 1910.

Membership of Board—Mr. J. E. Duval, Montreal, Que., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. D. Campbell, Toronto, Ont., appointed on the recommendation of the employés.

Report received—July 25, 1910.

Result of inquiry—The Board presented a unanimous report in which it was stated that an agreement had been concluded between the parties on all points at issue.

## 93. GRAND TRUNK RAILWAY COMPANY AND BRASS WORKERS.

Application received—June 28, 1910.

Parties concerned—The Grand Trunk Railway Company and brass workers, members of Brass Workers' Union, Local No. 320.

Applicants—Employés.



Nature of industry concerned—Railways.

Nature of dispute—Wages.

Number of employés affected—24.

Date of constitution of Board—July 13, 1910.

Membership of Board—Mr. A. G. B. Claxton, K.C., Montreal, Que., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. William Aird, Kingston, Ont., appointed on the recommendation of the employing Company; and Mr. Charlemagne Rodier, Montreal, Que., appointed on the recommendation of the employés.

Reports received—July 30, August 2, 1910.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. William Aird, member appointed on the recommendation of the employing Company. The Board's report was accepted by the employés concerned. No cessation of work occurred.

#### 94. TORONTO STREET RAILWAY COMPANY AND EMPLOYÉS.

Application received—July 5, 1910.

Parties concerned—The Toronto Railway Company and employés, members of the Toronto Railway Employés Union, No. 113.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Concerning demand for new working agreement.

Number of employés affected—1,300.

Date of constitution of Board—July 16, 1910.

Membership of Board—His Honour Judge John A. Barron, Stratford, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. P. Mullarkey, Montreal, Que., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—August 20, 1910.

Result of inquiry—Board presented a unanimous report making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.

#### 95. SHIPPING FEDERATION OF CANADA, MONTREAL, AND SHIPLINERS.

Application received—August 8, 1910.

Parties concerned—Various Shipping Companies doing business at the Port of Montreal, comprised in the Shipping Federation of Canada, and shipliners of the Port of Montreal.

Applicants—Employés.

Nature of industry concerned—Shipping.

Nature of dispute—Wages, hours and conditions of employment.

Number of employés affected—200.

Date of constitution of Board—August 22, 1910.



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Membership of Board—Mr. W. D. Lighthall, K.C., Montreal, Que., Chairman, appointed by the Acting Minister of Labour in the absence of any joint recommendation from the other members of the Board; Mr. J. Herbert Lauer, Montreal, Que., appointed on the recommendation of the employing Companies; and Mr. George Poliquin, Montreal, Que., appointed on the recommendation of the employés.

Reports received—September 16 and September 17, 1910.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. J. Herbert Lauer, member appointed on the recommendation of the employing Companies. The report of the Board was accepted by the employés concerned; the Companies expressing a willingness to accept the minority report. No cessation of work occurred.

## 96. BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY AND EMPLOYÉS.

Application received—August 22, 1910.

Parties concerned—The British Columbia Electric Railway Company and linemen, members of Local No. 213, International Brotherhood of Electrical Workers.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Demand for removal of foreman.

Number of employés affected—50.

Date of constitution of Board—August 26, 1910.

Membership of Board—Mr. A. E. Beck, Vancouver, B.C., appointed on the recommendation of the employing Company; and Mr. James H. McVety, Vancouver, B.C., appointed on the recommendation of the employés.

Report received—September 12, 1910.

Result of inquiry—Matters in dispute settled during process of constitution of Board.

## 97. CANADIAN PACIFIC RAILWAY COMPANY AND MAINTENANCE-OF-WAY EMPLOYÉS.

Application received—September 3, 1910.

Parties concerned—Canadian Pacific Railway Company and maintenance-of-way employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and revision of schedule.

Number of employés affected—4,000.

Date of constitution of Board—September 21, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Reports received—March 1 and March 4, 1911.



Result of inquiry—The report of the Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on the recommendation of the employing Company. The report was, however, accepted by both parties to the dispute, a strike being thereby averted.

98. GRAND TRUNK PACIFIC RAILWAY COMPANY AND MAINTENANCE-OF-WAY  
EMPLOYÉS.

Application received—September 3, 1910.

Parties concerned—The Grand Trunk Pacific Railway Company and maintenance-of-way employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and revision of schedule.

Number of employés affected—1,000.

Date of constitution of Board—September 21, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. W. Dawsey, Melville, Sask., appointed on the recommendation of the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Report received—January 7, 1911.

Result of inquiry—A report was presented by the Board which was unanimous on all points except the question of wages, two schedules of wages being submitted—one recommended by the Chairman and Mr. W. T. J. Lee, member appointed on the recommendation of the employés, the other by Mr. J. W. Dawsey, member appointed on the recommendation of the employing Company. The report was formally accepted by the employés, but the Company declined to be bound by the same. No cessation of work occurred.

99. CANADIAN NORTHERN RAILWAY COMPANY AND MAINTENANCE-OF-WAY  
EMPLOYÉS.

Application received—September 3, 1910.

Parties concerned—The Canadian Northern Railway Company and maintenance-of-way employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and revision of schedule.

Number of employés affected—1,800.

Date of constitution of Board—September 22, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Reports received—March 2 and March 10, 1911.



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Result of inquiry—Report of Board was accompanied by a minority report, signed by Mr. F. H. McGuigan, member appointed on the recommendation of the employing Company. Employés accepted Board findings, but the Company declined to be bound by the same, accepting instead the minority report. No cessation of work occurred.

100. CANADIAN PACIFIC STEAMSHIP COMPANY AND DECK HANDS AT VANCOUVER  
AND VICTORIA, B.C.

Application received—September 20, 1910.

Parties concerned—The Canadian Pacific Steamship Company and deckhands at Vancouver and Victoria, B.C., members of the Sailors' Union of the Pacific.

Applicants—Employés.

Nature of industry concerned—Shipping.

Nature of dispute—Wages, hours and conditions of employment.

Number of employés affected—Directly, 86; indirectly, 50.

Date of constitution of Board—October 27, 1910.

Membership of Board—His Honour Judge W. W. B. McInnes, Vancouver, B.C., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. G. E. McCrossan, Vancouver, B.C., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. J. H. McVety, Vancouver, B.C., appointed on the recommendation of the employés.

Report received—November 28, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by the employés concerned, the Company maintaining that it had no dispute with its employés and, therefore, no action on its part was necessary. No cessation of work occurred.

101. WINNIPEG ELECTRIC RAILWAY COMPANY, WINNIPEG, MAN., AND EMPLOYÉS.

Application received—October 22, 1910.

Parties concerned—The Winnipeg Electric Railway Company and conductors and motormen, members of the Amalgamated Association of Street Railway Employés of America, No. 99.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Alleged discrimination against certain employés.

Number of employés affected—603.

Date of constitution of Board—November 11, 1911.

Membership of Board—Mr. W. J. Christie, Winnipeg, Man., Chairman, appointed on the joint recommendation of the other members of the Board; Capt. William Robinson, Winnipeg, Man., appointed on the recommendation of the employing Company; and Mr. L. L. Peltier, Fort William, Ont., appointed on the recommendation of the employés.



Reports received—December 13 and December 15, 1910.

Result of inquiry—Report of Board was accompanied by a minority report, signed by Mr. L. L. Peltier, member appointed on the recommendation of the employés. The report of the Board not being acceptable to the employés, they ceased work on December 16 to enforce their demand for the re-instatement of four discharged employés. A settlement was finally effected through the intervention of a committee of citizens, by which the strike was terminated on December 31.

102. CROW'S NEST PASS COAL COMPANY, FERNIE, B.C, AND EMPLOYÉS.

Application received—October 26, 1910.

Parties concerned—The Crow's Nest Pass Coal Company, Limited, and employés, members of the United Mine Workers of America, District No. 18.

Applicants—Employés.

Nature of industry concerned—Coal Mining.

Nature of dispute—Increased charge for special train from Coal Creek, B.C., and return, for use of certain employés; also alleged breach of agreement.

Number of employés affected—3,000.

Date of constitution of Board—November 18, 1910.

Membership of Board—Sheriff I.S.G. Van Wart, Calgary, Alta., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. S. Lane, Fernie, B.C., appointed on the recommendation of the employing Company; and Mr. Clement Stubbs, Bellevue, Alta., appointed on the recommendation of the employés.

Réport received—February 18, 1911.

Result of inquiry—The Board presented a unanimous report which was accepted by the Company. The employés, however, stated that the award was not acceptable to them. No cessation of work occurred.

103. WETTLAUFFER LORRAIN SILVER MINING COMPANY, SOUTH LORRAIN, NIPISSING DIVISION, ONTARIO, AND EMPLOYÉS.

Application received—January 7, 1911.

Parties concerned—The Wettlaufer Lorrain Silver Mining Company, Limited, and underground miners, machine men, drillers and muckers.

Applicants—Employés.

Nature of industry concerned—Metal mining (silver).

Nature of dispute—Wages.

Number of employés affected—Directly, 35; indirectly, 30.

Date of constitution of Board—February 20, 1911.

Membership of Board—Mr. George Ritchie, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. F. Taylor, Cobalt, Ont., appointed on the recommendation of the employing Company; and Mr. Chas. H. Lowthian, Silver Centre, Ont., appointed on the recommendation of the employés.



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Report received—February 28, 1911.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by the employés concerned. No cessation of work occurred.

104. NORTH ATLANTIC COLLIERIES COMPANY, PORT MORIEN, N.S., AND EMPLOYÉS.

Application received—January 16, 1911.

Parties concerned—The North Atlantic Collieries Company, Limited, Port Morien, N.S., and employés, members of Local Union No. 2173, District No. 26 of United Mine Workers of America.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—Directly, 110; indirectly, 150.

Date of constitution of Board—March 9, 1911.

Membership of Board—Professor Robt. Magill, Halifax, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Duncan G. MacDonald, Sydney Mines, N.S., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. Alexander McKinnon, Glace Bay, N.S., appointed on the recommendation of the employés.

Report received—March 23, 1911.

Result of inquiry—Subsequent to the establishment of Board the Company went into liquidation, and the mines were accordingly closed down. The Board, however, prepare a report of conditions as they existed.

105. KINGSTON AND PEMBROKE RAILWAY COMPANY AND EMPLOYÉS.

Application received—February 10, 1911.

Parties concerned—The Kingston and Pembroke Railway Company and firemen and hostlers, members of the Brotherhood of Locomotive Firemen and Engineers.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—Directly, 11; indirectly, 20.

Pending the establishment of a Board the parties concerned were advised that further efforts should be made to effect a settlement of the matters in dispute, and on March 11, 1911, the Department was informed that an amicable settlement had been reached.

106. GREAT NORTH WESTERN TELEGRAPH COMPANY AND EMPLOYÉS.

Application received—March 3, 1911.

Parties concerned—The Great North Western Telegraph Company of Canada and telegraphers, members of the Commercial Telegraphers' Union of America.



Applicants—Employés.

Nature of industry concerned—Telegraphy.

Nature of dispute—Wages and conditions of employment; also dismissal of certain employés and alleged discrimination against Union men.

Number of employés affected—Directly, 200; indirectly, 1,100.

Date of constitution of Board—March 30, 1911.

Membership of Board—The Honourable Mr. Justice J. V. Teetzel, Toronto, Chairman, appointed on the recommendation of the other members of the Board; Mr. F. H. Markey, K.C., Montreal, appointed on the recommendation of the employing Company; and Mr. D. Campbell, Toronto, appointed on the recommendation of the employés.

Report received.—

Result of inquiry.—

#### GENERAL NATURE OF DISPUTES REFERRED.

In the very large majority of the 106 cases enumerated, the matters at issue, it will have been noted, related to hours, wages, or conditions of labour; and in only four of the cases in which wages or hours were directly concerned did proceedings under the Act fail to prevent cessation of work. In all, of 106 disputes referred, the threatened strike was averted in ninety-six cases. The disputes where strikes were not averted were distributed as follows: Railway employés, three; miners, six; street railway men, one.

The disputes last indicated were as follows: (1) Cumberland Railway & Coal Company of Springhill, N.S., and its employés; (2) Canadian Pacific Railway Company and its mechanical employés; (3) Nicola Valley Coal & Coke Company of Middlesboro, B.C., and its employés; (4) British Columbia Copper Company of Greenwood, B.C., and its employés; (5) Dominion Coal Company of Glace Bay, C.B., and its employés; (6) Cumberland Railway & Coal Company of Springhill, N.S., and its employés; (7) British Columbia Copper Company of Greenwood, B.C., and its employés; (8) Canadian Northern Railway Company and its carmen and steam fitters; (9) Grand Trunk Railway Company and its employés in train and yard service; and (10) Winnipeg Electric Railway Company and its employés. As to these cases it may be noted that in No. 1, the strike lasted from August 1, 1907, to August 31, 1907, when the employés returned to work on the conditions recommended in the report of the Board. In No. 2, the strike lasted from August 5, 1908, to October 5, 1908, when the employés returned to work on the conditions recommended in the report of the Board. In No. 3, the employés went on strike on April 28, during the process of establishing a Board, and returned to work early in June on lines recommended by the Board. In No. 4, the strike lasted from June 28 to July 24; in this case several reports were put in by the members of the Board, and the settlement was on the lines substantially of the chairman's recommendations. In No. 5, the strike lasted from July 6, 1909, to April 28, 1910, when the employés returned to work on the lines recommended in the report of the Board, with such modifications as had been made in the same by an agreement subsequently effected. In No. 6, the strike was declared on August 9, 1909, and still continued at the close of the fiscal year, the Department receiving, however,



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on May 29, a formal notification from the President of the Coal Company concerned that terms of agreement had been reached, and it should be specially noted that work was resumed practically on the lines of the recommendations of the Board which had investigated the dispute twenty-two months earlier. The parties originally concerned in No. 6 were identical with those concerned in No. 1, but as the strike proceeded in the case of No. 6 the property changed hands. In No. 7, the strike lasted from April 19 to May 11, when the employes returned to work on the conditions recommended in the report of the Board. Nos. 4 and 7 are also identical. In No. 8, the strike lasted from July 7 to September 27, when the employes returned to work on the conditions recommended in the report of the Board. In No. 9, the strike lasted from July 18 to August 2, when a settlement was effected through Government intervention. In No. 10, the strike lasted from December 16 to December 31, when the strike was terminated through the efforts of a committee of citizens. The four cases, Nos. 7, 8, 9 and 10, included in the above and falling within the financial year 1910-11, have been dealt with somewhat more fully in the analysis for the year 1910-11.



VI. STATISTICAL TABLES.

Statistical tables follow showing:

- 1. The proceedings under the Act from the date of its enactment, March 22, 1907, to the close of the financial year, March 31, 1911.
- 2. Proceedings under the Act by calendar years, 1907 to 1911.
- 3. Proceedings under the Act by fiscal years, 1907 to 1911.
- 4. Proceedings under the Act in detail for the four fiscal years covering the life of the Act, and ending respectively March 31, 1908, March 31, 1907, March 31, 1910, and March 31, 1911.

DEPARTMENT OF LABOUR, CANADA,  
STATISTICAL TABLES, XI., A.R., No. 2

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

TABLE SHOWING PROCEEDINGS UNDER ACT FROM MARCH 22, 1907, TO MARCH 31, 1911

Applications concerning disputes in mines and public utilities.												Applications con- cerning disputes in industries other than mines and public utilities. 3	Total applica- tions under Act. 106	
103														
Concerning mines and smelters.		Concerning transportation and communication.								Concerning civic em- ployés.	Disputes referred by consent of parties concerned under sec. 63 of I.D.I. Act, 1907.			
44		58								1	3	106		
Coal mines. Metallifer- ous mines.		Railways.	Street railways.	Longshoremen.	Freight handlers.	Teamsters.	Sailors.	Ship liners.	Deck hands.	Commercial telegraphers.				
<sup>2</sup> Strikes averted or ended.....	32	5	37	6	3	2	1	1	1	1	2	1	3	95
Strikes not averted or ended.....	4	2	3	1	0	0	0	0	0	0	0	0	0	10

<sup>1</sup>In the case of a dispute between the North Atlantic Collieries Company, Limited, of Port Morien, N.S., and its employés, operations in the Company's mines had been discontinued at the time of the investigation, the Company itself having gone into liquidation.

<sup>2</sup>At the close of the financial year results were still pending in connection with the application made on behalf of the commercial telegraphers employed by the Great North Western Telegraph Company of Canada.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

TABLE SHOWING PROCEEDINGS BY CALENDAR YEARS.

	<sup>1</sup> 1907 9 months.	1908	1909	1910	<sup>2</sup> 1911 3 months.	Tosal.
Number of applications.....	25	27	22	28	4	106
Number of Boards granted.....	23	25	21	23	3	95
<sup>3</sup> Strikes averted or ended.....	24	26	18	24	3	95
Strikes not averted or ended.....	1	1	4	4	0	10

<sup>1</sup>The Act became law on March 22, 1907, so that the proceedings cover nine months only.

<sup>2</sup>To the end of the financial year, March 31.

<sup>3</sup>In the case of one of the applications received during 1911, the Company had gone into liquidation at the time of the investigation.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

TABLE SHOWING PROCEEDINGS BY FISCAL YEARS.—1907–1911.

	1907–1908	1908–1909	1909–1910	1910–1911	Total
Number of applications.....	34	21	27	24	106
Number of Boards granted.....	32	19	25	19	95
Strikes averted or ended.....	33	20	23	19	95
Strikes not averted or ended.....	1	1	4	4	10

<sup>1</sup>In the case of one of the applications received during 1910–1911 the Company had gone into liquidation at the time of the investigation.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

PROCEEDINGS, 1907-1908.

Statement of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from March 22, 1907, to March 31, 1908.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I.D.I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I.D.I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I.D.I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I.D.I. Act, in the absence of a joint recommendation by the two members first appointed.

MINING AND SMELTING INDUSTRY.

1. COAL MINES.

DEPARTMENT OF LABOUR, CANADA,  
STATISTICAL TABLES, XI., A.R., No. 5.

Date of receipt of appli- cation.	Parties to Dispute.	Party making application	Locality.	No. of per- sons affect- ed.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was con- stituted.	Date of receipt of report of Board.	Result of Reference.
1907 Apr. 8	Cumberland Railway & Coal Company and em- ployés.	Employer	Springhill, N.S. . . . .	1,700	Concerning employ- ment of non-union workmen.				On April 1, employés went on strike. It was alleged by employés that they were under impression that the mines of Nova Scotia were exempt from provisions of Act. When it was explained Act ap- plied to all Canada, employés re- turned to work April 8. Difficulty amicably settled. No Board con- stituted.
Apr. 9	Canada West Coal & Coke Company and employés.	Employés	Taber, Alta. . . . .	150	Concerning hours of labour.				On April 1, employer locked out employés. Employer alleged that this was done in ignorance of pro- visions of Act. When informed of provisions of Act by Department, mines were re-opened on April 18. Subsequently an amicable settle- ment was effected through inter- vention of Mr. J. D. McNiven, Fair Wages Officer of Department. No Board constituted.

<sup>1</sup>It is important to note in connection with these disputes that the Industrial Disputes Investigation Act was not assented to till March 22, 1907. It was some weeks later before copies of the Act were available for distribution. Its provisions in consequence were not fully known by the parties at the time these disputes occurred.

<sup>2</sup>Applications for a Board were received also from the employers, parties to this dispute.



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Apr.	9	Western Coal Operators Association and employees. Canadian American Coal & Coke Company.....	Employés <sup>2</sup>	.....	Concerning terms of joint agreement, including wages, schedule and other conditions of employment.	Wm. Mulock, K.C.M.G., (C) <sup>4</sup> . J. L. Parker, (E) <sup>1</sup> . L. P. Eckstein, (M) <sup>1</sup>	Apr.	22 May	29	Employees went on strike in the several mines while proceedings were pending in connection with the establishment of the Boards of Conciliation and Investigation, in consequence, it was alleged, of misunderstandings which arose through ignorance of the provisions of the Act. The Deputy Minister of Labour left for Fernie on April 19, to explain to the parties the provisions of the law. While in Fernie, the parties consented to his intervention as a conciliator under the Conciliation Act, 1900, and an agreement was effected on May 4. The Boards convened at Fernie on April 30, but adjourned proceedings pending investigations by the Deputy Minister. On May 6, the Boards reconvened to receive from the parties a formal statement that the differences had been adjusted, a further cessation of work being thereby averted. An important feature of the settlement was the establishment of a standing committee of conciliation between the employers and employees, to which future differences were to be referred.
		Frank, Alta.....	.....	250						
		Crow's Nest Pass Coal Company.....	.....	1,800		Sir Wm. Mulock, K.C.M.G., (C) <sup>4</sup> .				
		International Coal & Coke Company.....	.....	370		F. B. Smith, (E) <sup>1</sup> . L. P. Eckstein, (M) <sup>1</sup>				
		West Canadian Collieries, Limited.....	.....	350						
		Breckenridge and Lund Coal Company.....	.....	125						
		H. W. McNeill Coal Company.....	.....	300						
		Pacific Coal Company	.....	400						
May	8	Cumberland Railway & Coal Company and employees.	Employés	1,700	Concerning payment for work in counter levels and stone in pillar work.	The Hon. Mr. Justice Graham (C) <sup>3</sup> . P. S. Archibald (E) <sup>1</sup> R. B. Murray, (M) <sup>1</sup>	May	17 July	13	Board being unable to effect a settlement by conciliation, presented a report signed by the Chairman and Mr. Archibald, Minority report was presented by Mr. Murray. The recommendations of the Board were not accepted by the employees. The strike which was threatened prior to the application for Board on May 8 was averted for the time being but took place on August 1 continuing until October 31, when the employees returned to work on the conditions recommended in the report of the Board.



## INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 27	Alberta Railway and Irrigation Coal Company and employes of coal mines.	Employés	Lethbridge, Alta....	400	Concerning conditions of employment.	.....	.....	.....	Amicable settlement including agreement as to conditions of employment and establishment of a standing committee of conciliation effected between parties while Board was in process of constitution, strike being thereby averted.
July 12	Cumberland Railway & Coal Company and employes.	Employés	Springhill, N.S. ....	1,700	Concerning wages and other conditions of employment.	His Honour Judge Patterson, (C) <sup>4</sup> P. S. Archibald (E) <sup>1</sup> R. B. Murray, (M) <sup>1</sup>	July 27	Sept. 21	Employés declared a strike on August 1, in reference to question of payment for stone in pillar work, having refused to accept the recommendations of the Board appointed May 17 to deal with this subject. In virtue of this strike proceedings before the Board were suspended until September 9, when the Board sat for two days, and presented an interim report. The strike ended on October 31, the employés returning to work on the conditions recommended in the report of the first Board.
Sept. 11	Hillcrest Coal & Coke Company, Limited, and employes.	Employés	Hillcrest, Alta.....	70	Concerning wages and other conditions of employment.	Hon. C. W. Fisher, (C) <sup>4</sup> J. R. McDonald, (E) <sup>1</sup> F. H. Sherman, (M) <sup>1</sup>	Sept. 24	Nov. 4	The report of the Board was accompanied by a minority report by Mr. Sherman. Though neither report was formally accepted by the parties, a settlement was reached in consequence of the inquiry by the Board, and a strike thereby averted.
Sept. 16	Hosmer mines and employes.	Employés	Hosmer, B.C.....	100	Concerning wages and other conditions of employment.	His Honour Judge Wilson (C) <sup>4</sup> F. B. Smith (E) <sup>1</sup> .. F. H. Sherman (M) <sup>1</sup>	Sept. 30	Oct. 21	The Board presented a unanimous report, which though not formally accepted by the parties, formed the basis of an agreement subsequently reached by them and reported to the Department, a strike being thereby averted.



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1907 Nov. 5	Canada West Coal & Coke Company and employés	Employés	Taber, Alta.....	150 Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (C) <sup>4</sup> S. A. Jones (E) <sup>1</sup> F. H. Sherman (M) <sup>1</sup>	20 Dec.	20 Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 5	Domestic Coal Company and employés.	Employés	Taber, Alta.....	50 Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (C) <sup>4</sup> R. Duggan (E) <sup>1</sup> F. H. Sherman (M) <sup>1</sup>	20 Dec.	28 Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 5	Duggan Huntrods and Company and employés.	Employés	Taber, Alta.....	40 Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (C) <sup>1</sup> J. Shorthouse (E) F. H. Sherman (M) <sup>1</sup>	Nov. 20 Dec.	28 Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 12	Strathcona Coal Company and employés.	Employés	Edmonton, Alta....	40 Concerning wages, hours and other conditions of employment.	G. Montgomery (C) <sup>3</sup> F. L. Otter (E) <sup>1</sup> F. H. Sherman (M) <sup>1</sup>	2 Dec.	28 Differences adjusted, and agreement concluded before Board, dating from September 23, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 21	Cumberland Railway & Coal Company and employés.	Employés	Springhill, N.S. ....	1,700 Concerning wages and other conditions of employment.	His Honour Judge Patterson (C) <sup>4</sup> R. B. Murray (M) <sup>1</sup> Hiram Donkin (E) <sup>2</sup>	24 Jan. 22	The Board presented a unanimous report, which the employés expressed a willingness, and the Company an unwillingness to accept. No further cessation of work took place.
1908 Jan. 4	Dominion Coal Company, Limited, and members of the Provincial Workmen's Association	Employés	Dominion, C.B. ...	7,000 Concerning wages and conditions of employment.	Prof. A. Shortt (C) <sup>4</sup> J. Dix Fraser (E) <sup>1</sup> Dr. A. Kendall, M.P.P. (M) <sup>1</sup>	18 Mar.	23 Differences adjusted and an agreement concluded before the Board effective from March 16, 1908, to December 31, 1909, a strike being thereby averted.
Feb. 10	John Marsh, John Howells, Stevens Brothers, coal mine operators, dealt with as a whole and employés.	Employers	Woodpecker, Alta...	100 Concerning wages and conditions of employment.	Hon. Mr. Justice Stuart (C) <sup>3</sup> W. E. Bullock (E) <sup>1</sup> F. H. Sherman (M) <sup>1</sup>	25 Apr.	6 The report of the Board stated that the Act did not apply in this case, the mines having closed down for lack of orders before the investigation occurred. A wage scale was, however, recommended. The report was accompanied by a minority report, making other recommendation.



## INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1908									
Mar. 16	Western Dominion Collieries, Limited, and employes.	Employés	Taylorton, Sask. . . .	90	Concerning wages and hours.	His Honour Judge Myers (C) <sup>4</sup> J. O. Hannah (E) <sup>1</sup> F. H. Sherman (M) <sup>1</sup> .	Apr. 10	May 5	Differences adjusted and agreement concluded before Board, effective from May 1, 1908, to May 1, 1909 a strike being thereby averted.
Mar. 16	Manitoba & Saskatchewan Coal Company, Limited, and employes	Employés	Bienfait, Sask. . . . .	50	Concerning wages and hours.	His Honour Judge Dawson (C) <sup>4</sup> . G. C. Crowe (E) <sup>1</sup> F. H. Sherman (M) <sup>1</sup> .	Apr. 22	Dec. 8	The report in this case appears as represented to the Department, to have been mislaid by one of the members of the Board and an unusual delay occurred thereon in its presentation. The Board disagreed in its findings, but no cessation of work was reported.
Mar. 25	Cumberland Railway & Coal Company, Ltd., and employes.	Employés	Springhill, N.S. . . . .	1,600	Concerning wages	His Honour Judge Wallace (C) <sup>4</sup> Hon. John Armstrong (E) <sup>2</sup> R. B. Murray (M) <sup>1</sup> .	Apr. 29	May 26	The report found against the claims of the men, and was accompanied by a minority report, finding generally, but not wholly, in favour of the men. The employes declared the minority report acceptable to them. No cessation of work was reported.
2. METAL MINES.									
1907									
Sept. 12	Canadian Consolidated Mining & Smelting Company and employes.	Employés	Moyie, B.C. . . . .	400	Concerning wages and hours.	His Hon. Judge Wilson (C) <sup>3</sup> J. A. Harvey (E) <sup>1</sup> S. S. Taylor, K.C. (M) <sup>1</sup> .	Sept. 23	Dec. 28	The Board after an exhaustive inquiry into mining conditions in British Columbia, presented a unanimous report, the recommendations of which were of general application to the metal mining industry in the Province of British Columbia. A settlement based on the recommendations was effected between the Company and its employes, and a strike thereby averted. The inquiry, moreover, had the effect of influencing the settlement of other differences in the industry in other parts of the Province.



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Dec.	9	McKinley-Darragh Mining Company, Limited, and its employes.	Employés	Cobalt, Ont.....	120	Concerning wages	Prof. A. Shortt, (C) <sup>3</sup> Dec. E. C. Kingswell(E) <sup>1</sup> John A. Welch, (M) <sup>1</sup>	21 Jan.	1908	A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. The findings of the Board were not formally accepted by the parties, but the investigation by the Board is believed to have been beneficial to the camp as a whole, and no cessation of work was reported.
1908	Jan.	9	Temiskaming & Hudson Bay Mining Company, Limited, and its employes.	Employés	50	Concerning wages and hours.	Prof. S. J. Maclean, Jan. (C) <sup>4</sup> M. F. Pumaville(E) <sup>1</sup> C. B. Duke (M) <sup>1</sup> .	31 Feb.	13	Unanimous report was presented by Board making recommendations for the settlement of the dispute. The findings of the Board were accepted by the men, but not by the Company. No cessation of work was, however, reported.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1907	Apr.	20	Grand Trunk Railway Company of Canada and machinists.	Employés	400	Concerning schedule involving wages, hours, apprenticeship, re-instatement of former employes, etc.	Prof. A. Shortt, (C) <sup>4</sup> May W. Nesbitt, K.C., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	4 May	21	Differences adjusted, and agreement concluded before Board for period of one year from May 1, strike being thereby averted.
	June	27	Grand Trunk Railway Company of Canada and its locomotive engineers.	Employés	1,300	Concerning schedule of wages and rules.	Prof. A. Shortt, (C) <sup>4</sup> July W. Nesbitt, K.C., (E) <sup>1</sup> . J. Cardell, (M) <sup>1</sup> .	18 Aug.	16	Differences adjusted, and agreement for three years concluded before Board, a strike being thereby averted.
	July	10	Intercolonial Railway of Canada and freight-handlers in its employ at Halifax, N.S.	Employer	250	Concerning wages and classification of employes.	Prof. W. Murray, July (C) <sup>3</sup> . Henry Holgate, (E) <sup>1</sup> . R. E. Finn, M.P.P., (M) <sup>1</sup> .	22 Aug.	12	On June 29, employes went on strike, and when informed that provisions of Act applied, both parties agreed to refer the differences under the Act, and employes returned to work. On the request of the parties, proceedings were subsequently adopted under the Conciliation and Labour Act, and a settlement effected, the terms of which were made applicable to the Railway's employes at St. John, N.B., as well as at Halifax, N.S., and further cessation of work was thereby averted.



## INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1907 Sept. 5	Canadian Pacific Railway Company and railroad telegraphers.	Employés	On all lines of Canadian Pacific Railway in Canada.	1,656	Concerning schedule of wages and rules of employment.	Prof. A. Shortt, (C) <sup>3</sup> . W. Nesbitt, K.C., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Sept. 16	Oct. 12	Differences adjusted, and an agreement concluded before Board, dating from October 1, a strike being thereby averted.
Nov. 19	Grand Trunk Railway Company and railroad telegraphers.	Employer	Montreal, Que.....	300	Concerning wages and other conditions of employment.	Prof. A. Shortt, (C) <sup>3</sup> . W. Nesbitt, K.C., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Nov. 30	Jan. 23 1908	Differences adjusted, and agreement concluded before Board, dating from January 1, 1908, a strike being thereby averted.
Nov. 22	Canadian Pacific Railway Company and carmen employed by Company on western lines.	Employer	Western lines .....	1,215	Concerning wages and hours.	Prof. Odium, (C) <sup>3</sup> . A. M. Nanton, (E) <sup>1</sup> . J. H. McVety, (M) <sup>1</sup> .	Nov. 26	Dec. 23 1907	The Board presented a unanimous report recommending a basis of settlement which was subsequently, in correspondence with the Department, accepted by both parties, and a strike thereby averted.
Dec. 19	Canadian Northern Railway Company and firemen, engineers and hostlers in its employ.	Employés	Winnipeg and territory along Canadian Northern Railway.	359	Concerning relations of union to employer.	Prof. A. Shortt, (C) <sup>4</sup> . F. H. Richardson, (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Jan. 8	Jan. 25	Differences amicably adjusted before the Board and a strike thereby averted.
1908 Jan. 8	Grand Trunk Railway Company and carmen in its employ.	Employés	Grand Trunk Railway System.	800	Concerning wages and conditions of labour.	Prof. A. Shortt, (C) <sup>3</sup> . Wallace Nesbitt (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Jan. 28	Feb. 28	Differences amicably adjusted before a Board and a strike thereby averted.



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2. STREET RAILWAYS.

1908 Jan. 31	Hamilton and Dundas Railway Company and Hamilton Radial Rail- way Company, and Hamilton & Burlington Railway Company and employés.	Employés	Hamilton, Ont . . . .	120	Concerning relations of union to em- ploying companies.	His Hon. Judge Monck, (C) <sup>4</sup> . Wm. Bell, K.C., (E) <sup>1</sup> J. G. O'Donoghue, (M) <sup>1</sup> .	Feb.	17 Apr.	8	Report of the Board was opposed to the claims of the men and was ac- companied by a minority report from Mr. O'Donoghue, generally sustaining the claims of the men. Neither report was acceptable to both parties, but the effect of the investigation appeared to bring a better understanding between the parties, and no cessation of work was reported.
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3. SHIPPING.

1907 *May 15	Shipping Federation of Canada and longshore- men of Montreal.	Employers	Montreal, Que. . . . .	1,500	Demand for increase in wages.	Archbishop Bruchesi (C) <sup>3</sup> . G. W. Stephens, (E) <sup>1</sup> . Jos. Ainey, (M) <sup>1</sup> .	June	7 June	17	On May 13, employés went on strike notwithstanding provisions of Act, and employers on May 18 withdrew application for Board. On May 15, Mr. F. A. Acland, the then Secretary of the Department, went to Montreal to explain the provisions of the Act to the parties to the dispute. As the result of Mr. Acland's intervention the em- ployés returned to work, and agreed to refer the dispute under the Industrial Disputes Investi- gation Act, and a formal applica- tion was made by the employés for the establishment of a Board. A unanimous report was made by the members of the Board, and an agreement recommended covering conditions of employment for the seasons of 1907 and 1908. The Union did not formally accept the recommendations of the Board, but the members, with the excep- tion of a few, signed individual agreements with the employers, based upon the recommendations with the Board, and a further cessation of work was thereby averte.
*May 25	Shipping Federation of Canada, Canadian Pa- cific Railway Company and longshoremen of Montreal.	Employés	Montreal, Que. . . . .	1,600	Demand for increase in wages.					

\*The two applications here recorded are regarded as one in the tabular statement



# INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1907 May 31	Furness Withy Company, Employers Cunard & Company, Pickford, Black & Company and longshoremen	Employers	Halifax, N.S.	500	Concerning wages. Increase of 5 cents per hour demanded by men, 2½ cents offered by companies, but refused.	James Hall (E)..... Philip Ring, (M).	.....	.....	On May 26, employes went on strike, alleging subsequently that they had no knowledge of the existence of the provisions of the Act. Mr. V. DuBreuil, Fair Wages Officer of the Department, was sent to Halifax to explain the provisions of the Act. A Board was requested as a result of the explanations given, and while being constituted the dispute was amicably settled, Mr. DuBreuil lending the good offices of the Department as a conciliator. A further cessation of work was thereby averted, as was also the necessity of further proceedings in connection with the establishment of the Board.
1908 Mar. 6	Dominion Marine Association and Lake Seamen's Union.	Employes	Kingston, Ont. and ports of Great Lakes.	450	Concerning wages and conditions of employment.	Prof. A. Shortt, (C) <sup>3</sup> . Jas. Stewart, (E) <sup>2</sup> . John A. Flett, (M) <sup>1</sup> .	1 Apr.	14 Apr.	Differences amicably arranged before the Board and strike thereby averted.



B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.\*

1907 Aug. 26	Montreal Cotton Com- pany and employés.	Employés	Valleyfield, Que . . .	2,200	Concerning conditions and wages.	Hon. Mr. Justice Fortin, (C) <sup>4</sup> . Duncan McCormick, K.C., (E) <sup>1</sup> . W. Paquette, (M) <sup>1</sup> .	Sept. 4	Sept. 24	The employés went on strike on August 13, and the good offices of the Department were requested with a view to effecting a settle- ment. Mr. F. A. Acland, the then Secretary of the Department,
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and Mr. V. DuBreuil, Fair Wages Officer, visited the scene of the dispute and explained the provisions of the Act to the parties, with special reference to the sections enabling a dispute in any industry other than that of a mine or public utility to be referred, by mutual agreement between the disputing parties, to a Board of Conciliation and Investigation. As a result of the explanations and efforts at conciliation on the part of the officers of the Department, an application for a Board was forwarded to the Minister, the employés in the meantime returning to work on August 26. The Board was duly established, with the result that the differences were adjusted and an agreement concluded before the Board dating from September 17, 1907, to be effective until May 4, 1908, and thereafter until either side be given a written notice of cancellation of the same. A feature of the agreement was the establishment of a permanent Committee of Conciliation to which it was agreed that all subsequent disputes should be referred.

\*These disputes were referred to a Board of Conciliation and Investigation under section 63 of the Act, which provides that "in the event of a dispute arising in any industry or trade other than such as may be included under the provision of this Act, and such dispute threatens to result in a lockout or strike, has actually resulted in a lockout or strike, either of the parties may agree, in writing, to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act," etc. Applications referring to disputes in this class of industry were received also in the cases of W. A. Marsh & Company, Boot and Shoe Manufacturers, Quebec; the Rosamond Woollen Company, Almonte, Ont.; the Eastern Townships Manufacturing Company, St. Hyacinthe, Que.; L'Association Internationale des Ouvriers en fourrure, Montreal, Davidson Manufacturing Company, Montreal, and A. Gravel Lumber Company, Etchemin, Que.; but the parties concerned not agreeing to refer the differences for dispute according to the provisions of the Act, no action was taken by the Minister.



PROCEEDINGS 1908-1909.

Statements of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from March 31, 1908 to March 31, 1909.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

1. Appointed by the Minister, under Section 8, Sub-section 1, of the I.D.I. Act, on recommendation from party concerned
2. Appointed by the Minister, under Section 8, Sub-section 2, of the I.D.I. Act, in the absence of a recommendation from party concerned.
3. Appointed by the Minister, under Section 8, Sub-section 3, of the I.D.I. Act, on the joint recommendation of the two members first appointed.
4. Appointed by the Minister, under Section 8, Sub-section 4, of the I.D.I. Act, in the absence of a joint recommendation by the two members first appointed.

MINING AND SMELTING INDUSTRY.

1. COAL MINES.

DEPARTMENT OF LABOUR, CANADA,  
STATISTICAL TABLES, XI., A.R., No. 6.

Date of receipt of application.	Parties to Dispute.	Party making application	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1908									
May 2	Standard Coal Company and employes.	Employes	Edmonton, Alta.....	20	Concerning wages and conditions of labour	His Hon. Judge Taylor, (C) <sup>4</sup> . F. B. Smith, (E) <sup>1</sup> . F. H. Sherman, (M) <sup>1</sup>	June 19	July 22	Company had previously made an agreement individually with employes. Representative of men was willing to take agreement for what it was worth, but would not enter into same on behalf of union. Board decided to leave the existing agreement intact, and this arrangement appears to have been satisfactory, a strike being thereby averted.
May 12	Nova Scotia Steel & Coal Company and employes.	Employes	North Sydney, N.S.	1,750	Concerning wages and conditions of labour.	Prof. A. Shortt, (C) <sup>3</sup> . Dr. D. Allison, (E) <sup>2</sup> . J. W. Maddin, (M) <sup>1</sup> .	June 19	Aug. 1	An agreement concluded before the Board on all points, and a strike thereby averted.
May 14	International Coal & Coke Company and employes.	Employes	Westville, N.S.....	800	Concerning wages and conditions of labour	.....	.....	.....	No Board was established in this case, the parties having come to an amicable agreement, subsequent to forwarding the application, a strike being thereby averted.
May 15	Acadia Coal Company and employes.	.....	Stellarton, N.S.....	800	Concerning wages and conditions of labour	.....	.....	.....	No Board was established in this case, the parties having come to an amicable agreement subsequent to forwarding the application, a strike thereby being averted.



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May	18	Port Hood and Richmond Railway Coal Company and employes.	Employés	Port Hood, N.S. . . .	300	Concerning wages and conditions of labour	His Hon. Judge McGillivray, (C) <sup>3</sup> . Geo. S. Campbell (E) <sup>1</sup> . Jas. Macdonald (M) <sup>1</sup>	June	8 July	2	A unanimous report was made by the Board with recommendations for a settlement of all differences, which is understood to have been accepted as a basis of working operations, a strike being thereby averted.
July	2	Maritime Coal, Railway & Power Company Limited, and employes	Employés	Chignecto, N.S. . . . .	200	Concerning wages and conditions of labour	Rev. Chas. Wilson (C) <sup>3</sup> . B. Barnhill, (E) <sup>1</sup> . R. B. Murray, (M) <sup>1</sup> .	July	6 July	27	An agreement was effected before the Board on all the points at issue and covering the period of two years from July 31, 1908, a strike being thereby averted.
Oct.	19	Galbraith Coal Company, Limited, and employes	Employés	Lundbreck, Alta. . . .	30	Concerning wages and conditions of labour	Chas. Simister, (C) <sup>3</sup> . F. B. Smith, C.E. (E) <sup>1</sup> Jas. A. McDonald, (M) <sup>1</sup> .	Nov.	25 Dec.	14	The Board presented a unanimous report recommending a basis of settlement, which was subsequently, in correspondence with the Department, accepted by both parties to the dispute, a strike being thereby averted.
1909 Mar.	4	Dominion Coal Company and employes, members of United Mine Workers of America.	Employés	Glace Bay, N.S. . . . .	3,000	Alleged discrimination against members of United Mine Workers of America.	His Hon. Judge Wallace, (C) <sup>4</sup> . G. S. Campbell, (E) <sup>2</sup> . Daniel McDougall (M) <sup>1</sup> .	.....	.....	.....	Proceedings unfinished.

2. METAL MINES.

1908 July	20	Cobalt Central Mining Company, Limited, and employes.	Employés	Cobalt, Ont. . . . .	105	Concerning wages and hours.	Prof. S. J. Maclean, (C) <sup>4</sup> . E. L. Fraleck, (E) <sup>1</sup> . C. B. Duke, (M) <sup>1</sup> .	Aug.	22 Aug.	29	Unanimous report presented by Board making recommendations for the settlement of the dispute, and no cessation of work was reported.
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II.—TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1908 Apr.	28	Canadian Pacific Railway Company and various trades in its mechanical departments.	Employés	Canadian Pacific Railway System.	8,000	Concerning wages and conditions of labour	P. A. Macdonald (C) <sup>4</sup> . C. F. Fullerton, (E) <sup>1</sup> . G. F. Galt, (E) <sup>2</sup> *. Jas. Somerville, (M) <sup>1</sup>	May	13 July	16	The Board did not present a unanimous report, Mr. Somerville presenting a minority report. The Board made certain recommendations for settlement of dispute which were accepted by Company with some demur. Men refused to accept findings of Board and ceased work on August 5. They returned to work on October 5, accepting finally recommendations of Board.
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\*Mr. Fullerton, finding himself at an early stage of the proceedings unable to agree with his colleagues resigned from the Board, and the Company declining to make a further recommendation, the Minister appointed Mr. Galt without recommendation.



## INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1908 May 14	Intercolonial Railway of Canada and Station Freight Clerks' Unions, Nos. 1 and 2 of Halifax, N.S., and St. John, N.B.	Employés	Halifax, N.S., and St. John, N.B.	.....	Concerning wages and conditions of labour	Hon. Judge McGibbon, (C) <sup>4</sup> . H. Holgate, F. E., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> . R. E. Finn, (M) <sup>1</sup> .**	Sept. 8	Oct. 6	The proceedings in this case were under the Conciliation and Labour Act by request of the employés and were subject to delay through the inability to act of the member of the Committee of Mediation and Investigation first appointed on the recommendation of the men. The Committee was finally constituted and a settlement of all differences effected, a strike being thereby averted.
May 29	Canadian Pacific Railway and telegraphers in its employ.	Employés	Canadian Pacific Railway system.	1,605	Concerning alleged wrongful dismissal of certain employés	Hon. Mr. Justice Fortin, (C) <sup>4</sup> . C. Campbell, K.C., (E) <sup>1</sup> . W. T. J. Lee, (M) <sup>1</sup> .	June 17	Sept. 26	A unanimous report was made by the Board with recommendations for a settlement of all differences, which were accepted by both parties, a strike being thereby averted.
Aug. 21	Canadian Northern Railway Company and carmen on its Lake St. John Division.	Employés	Lake St. John Division, Canadian Northern Railway	49	Concerning wages and conditions of labour	Ludovic Brunet (C) <sup>3</sup> . E. A. Evans, (E) <sup>1</sup> . P. J. Jobin, (M) <sup>1</sup> . A. Chartrain, (M).†	Sept. 30	Nov. 19	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute which were accepted by both parties to the dispute, a strike being thereby averted.
Aug. 22	Canadian Pacific Railway Company and firemen and engineers in its employ.	Employés	Canadian Pacific Railway system.	7,000	Concerning alleged wrongful dismissal of certain employés.	Hon. Judge Fortin, (C) <sup>3</sup> . W. Nesbitt, K.C., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Jan. 5	Jan. 25	A unanimous report was presented by the Board, making certain recommendations, for the settlement of the dispute, which were accepted by both parties, a strike being thereby averted.

\*\*Owing to inability of Mr. R. E. Finn to act as member of Board, Mr. J. G. O'Donoghue was appointed in his stead.

†Owing to inability of A. Chartrain to act as member of the Board, P. J. Jobin was appointed in his stead.



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Aug. 22	Canadian Northern Railway Company and locomotive engineers in its employ.	Employés	Canadian Northern Railway system.	341	Concerning wages and conditions of labour.	His Hon. Judge Gunn, (C) <sup>4</sup> . F. H. Richardson, (E) <sup>1</sup> . J. Harvey Hall, (M) <sup>1</sup>	Sept. 14 Nov. 16	A unanimous report was presented by the Board making certain recommendations for the settlement of the disputes, which were accepted by both parties and a strike thereby averted.
Dec. 26	Kingston & Pembroke Railway Company and employés, members of Order of Railroad Telegraphers.	Employés	Kingston & Pembroke Railway system.	19 dir., 1,600 indir.	Concerning wages and conditions of labour	His Hon. Judge Gunn, (C) <sup>4</sup> . J. L. Whiting, K.C., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Jan. 15	Proceedings unfinished.
Dec. 29	Great Northwestern Telegraph Company and certain Railroad Telegraphers on Michigan Central Railway system.	Employés	Michigan Central Railway system.	75	Abolition of commission by commercial business on Michigan Central Railway System by Great Northwestern Telegraph Company, without due notice.	Judge McGibbon, (C) <sup>4</sup> . J. F. Mackay, (E) <sup>2</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Feb. 8 Mar. 22	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The report was substantially in favour of the employés. The Company had refused to nominate to the Board and claimed irresponsibility on the matter. The inquiry, though not resulting in the agreement is understood to have modified the situation to such a degree that danger of the threatened strike was averted.

2. STREET RAILWAYS.

1908 May 8	Ottawa Electric Railway and its employés.	Employés	Ottawa, Ont. ....	256	Concerning wages and conditions of labour	Prof. A. Shortt, (C) <sup>4</sup> . J. F. Henderson, (E) <sup>1</sup> J. G. O'Donoghue, (M) <sup>1</sup>	May 22 June 15	Differences amicably arranged before the Board and strike thereby averted.
Sept. 3	Quebec Heat, Light & Power Company and its Street Railway employés.	Employés	Quebec, Que. ....	116	Concerning alleged wrongful dismissal of certain employés	Omer Brunet, (M) W. H. Moore, (E)	..... Oct. 6	The two members of the Board appointed respectively on the nomination of employing Company and employés, presented a joint statement making certain recommendations for a settlement of the disputed points, which recommendations were accepted by both parties to the dispute as a settlement of the differences, a strike being thereby averted.



INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

3. TEAMSTERS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted	Date of receipt of report of Board.	Result of Reference.
1909 Feb. 10	Manitoba Cartage Company, Limited.	Employés	Winnipeg, Man.....	40 dir. 260 indir.	Concerning alleged discrimination against men connected with the Union.	Rev. Dr. C. W. Gordon, (C) <sup>3</sup> . Prof. R. Cochrane, (E) <sup>2</sup> . T. J. Murray, (M) <sup>1</sup> .	Mar. 2	.....	Proceedings unfinished.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.\*

1908 Dec. 17	The John Ritchie Company, Limited, and certain employés (lasters).	Employés and employers.	Quebec, Que.....	300	Concerning introduction of certain machine and wages.	Dr. Chas. Cote, (C) <sup>3</sup> . Felix Marois, (E) <sup>1</sup> . Z. Bérubé, (M) <sup>1</sup> .	Dec. 31	Feb. 17	An agreement was concluded before the Board covering all matters in dispute effective from February 12, 1909 to May 1, 1910, a strike being thereby averted.
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\*These disputes were referred to a Board of Conciliation and Investigation under section 63 of the Act which provides that "in the event of a dispute arising in any industry or trade other than such as may be included under the provision of this Act and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree, in writing, to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act," etc.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.  
PROCEEDINGS 1909-1910.

Statements of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from March 31, 1909 to March 1910.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I.D.I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I.D.I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I.D.I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I.D.I. Act, in the absence of a joint recommendation by the two members first appointed.

MINING AND SMELTING INDUSTRY.  
1. COAL MINES.

DEPARTMENT OF LABOUR, CANADA,  
STATISTICAL TABLES, XI., A.R., No. 7.

Date of receipt of appli- cation.	Parties to Dispute.	Party making application	Locality.	No. of per- sons affect- ed.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was con- stituted.	Date of receipt of report of Board.	Result of Reference.
1909 Mar. 4	Dominion Coal Company and employés, members of United Mine Work- ers of America.	Employés	Glace Bay, C.B.....	3,000	Alleged discrimina- tion against certain employés, members of United Mine Workers of America	His Honour Judge Wallace, (C) <sup>1</sup> . G. S. Campbell, (E) <sup>2</sup> . Daniel McDougall, (M) <sup>1</sup> .	Mar. 22 Apr. 16	16	The Board did not present a unani- mous report, Mr. McDougall pre- senting the minority report. The Board found against the conten- tions of the men, and the latter re- fusing to accept the findings struck, on July 6. It was claimed by the Company that the output of coal from its mines had practically ceased to be affected during the winter months following, although a considerable number of workmen, members of the United Mine Work- ers of America, remained on strike at the end of March, 1910.
Apr. 13	Nicola Valley Coal &Coke Company and em- ployés.	Employés	Middlesboro, B.C....	150	Alleged discrimina- tion against certain employés.	His Honour Judge P. S. Lampman, (C) <sup>3</sup> . Thos. Kiddie, (E) <sup>1</sup> . Thos. Chas. Brooke (M) <sup>1</sup> .	May 7 June " "	3 16 11	The report of the Board was accom- panied by a minority report signed by Mr. T. C. Brooke, the member appointed on behalf of the em- ployés. The report was not ac- cepted by either party, and whilst proceedings were pending for the establishment of a Board in this case the employés ceased work on April 28, and remained on strike until the month of June. On June 15, the Department was informed that an understanding had been reached between the management and the men.



## INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1909 Apr. 26	Nova Scotia Steel & Coal Company, Limited, and employees.	Employees	Sydney Mines, C.B.	340	Wages and conditions of labour and recognition of United Mine Workers of America.	His Honour Judge J. P. Chipman, (C) <sup>4</sup> His Honour Judge MacGillivray, (E) <sup>2</sup> D. McDougall, (M) <sup>1</sup> .	June 7	July 23	The report of the Board was accompanied by a minority report, signed by Mr. D. McDougall, member appointed on behalf of the employes. The report of the Board found against the claims of the employes. There was, however, no cessation of work, the threatened strike being averted.
May 8	Western Coal Operators' Association, comprising: Alberta Railway & Irrigation Company; H. W. McNeill Company; Pacific Coal Company; Leitch Collieries Limited; Western Canadian Collieries Limited; International Coal & Coke Company, Limited, and Hosmer Mines, Limited, and their employees.	Employees	Lethbridge, Coleman, Lille, Bankhead, Hillcrest, Bellevue, Passburg, Cannore and Taber, Alta., Hosmer and Frank, B.C.	2,100	Wages and conditions of labour.	Rev. Hugh Grant, (C) <sup>4</sup> Colin Macleod, (E) <sup>1</sup> . F. H. Sherman, (M) <sup>1</sup> .	May 15	June 21 June 23	The report of the Board was accompanied by a minority report, signed by Mr. Colin Macleod, which was, however, in substantial agreement with that of the Board. The report was not definitely accepted by either party, but conferences between the employers and the employes followed its publication, with the result that an agreement was reached, closely following the terms of the award, effective to March 31, 1911. The employes, who had been on strike from April 1, resumed work on July 1.
May 10	Cumberland Railway & Coal Company and employees.	Employees	Springhill, N.S.	1,550	Wages and conditions of labour and recognition of United Mine Workers of America.	Hon. Mr. Justice Longley, (C) <sup>4</sup> . Chas. Archibald, (E) <sup>2</sup> E. B. Paul, (M) <sup>1</sup> .	June 5	July 23	The report of the Board was accompanied by a minority note, signed by Mr. E. B. Paul, the member appointed on behalf of the employes. The Board's findings were substantially in favour of the Company. The award was not, however, accepted by the employes, and a strike was declared on August 9, which resulted in the closing down of the Company's mines until early in the month of March, 1910, when operations were resumed on a limited scale.



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une 15	Canada West Coal Company and employés	Taber, Alta.....	300	Wages and conditions of labour.	His Honour Judge R. Winter, (C) <sup>3</sup> . Colin Macleod, (E) <sup>1</sup> . W. C. Simmons, (M) <sup>1</sup>	July 3	July 19	A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. An agreement based on the findings of the Board was subsequently signed by the parties concerned, effective from July 30, 1909, to March 31, 1911. The employés who had been on strike from April 23, returned to work on July 30.
Nov. 18	Edmonton Standard Coal Company, Limited, and employés.	Edmonton, Alta.....	75	Wages and dismissal of employés.	Geo. F. Cunningham (C) <sup>3</sup> . Frank B. Smith, (E) <sup>1</sup> . Clement Stubbs (M) <sup>1</sup>	Dec. 2	Dec. 27	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by the parties concerned, a strike being thereby averted.
Dec. 2	James W. Blain, contractor for output of Cardiff Coal Company, Limited, and employés	Cardiff, Alta.....	60 dir. 15— indir.	Wages and conditions of employment.	.....	.....	.....	Proceedings in connection with the application were discontinued in view of an agreement being reached by the parties concerned.
1910 Jan. 5	Alberta Coal Mining Company and employés.	Cardiff, Alta. ....	35 dir. 25— indir.	Wages and conditions of employment.	R. G. Duggan, (C) <sup>3</sup> . J. O. Hananah, (E) <sup>1</sup> . Clement Stubbs (M) <sup>1</sup> .	Jan. 17	.....	Proceedings unfinished.

2. METAL MINES.

1909 Apr. 5	British Columbia Employés Copper Company and employés.	Greenwood, B.C. . .	225	Alleged discrimination against certain employés.	His Honour Judge P. E. Wilson, (C) <sup>1</sup> . Edward Cronyn (E) <sup>1</sup> . John McInnis, (M) <sup>1</sup> .	Apr. 29	May 21 June 11	Three separate reports were presented in this case, the Company expressing its willingness to accept that of the Chairman as a basis of settlement, while the men accepted the report of Mr. John McInnis. The men declared a strike on June 28, which continued until July 21.
1910 Jan. 8	British Columbia Employés Copper Company and employés.	Greenwood, B.C. ....	350	Employés unwillingness to work with non-union men.	J. H. Senkler, (C) <sup>1</sup> . John A. Mara, (E) <sup>1</sup> . John McInnis, (M) <sup>1</sup> .	Jan. 10	Mar. 29	The report of the Board was accompanied by a minority report, signed by Mr. John McInnis. The Board's report was substantially in favour of the Company. The employés concerned being unwilling to concur in the findings of the Board a strike was declared on April 19, and continued until May 11, when the employés returned to Company's service on terms of Board's award.



INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.  
II.—TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

Date of receipt of application.	Parties to Dispute.	Party making application	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1908 Dec. 26	Kingston & Pembroke Railway Company and employees, members of Order of Railroad Telegraphers.	Employés	Kingston & Pembroke Railway System.	19 dir. 1,600 indir.	Wages and conditions of labour.	His Honour Judge Gunn, <sup>(C)</sup> <sup>4</sup> . J. L. Whiting, K.C., <sup>(E)</sup> <sup>1</sup> . J. G. O'Donoghue, <sup>(M)</sup> <sup>1</sup> .	Jan. 15	Apr. 22	A unanimous report was presented by the Board which made certain recommendations for the settlement of dispute. The report, with recommendations, was accepted subsequently by both parties, a strike being thereby averted.
1909 May 7	Canadian Pacific Railway Company and railroad telegraphers in its employ.	Employés	Canadian Pacific Railway lines.	1,600	Concerning alleged unfair dismissal and breach of contract.	Hon. Mr. Justice Fortin, <sup>(C)</sup> <sup>4</sup> . Wallace Nesbitt, K.C., <sup>(E)</sup> <sup>1</sup> . W. T. J. Lee, <sup>(M)</sup> <sup>1</sup> .	May 29	June 11	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were subsequently, in correspondence with the Department, accepted by both parties concerned, a strike being thereby averted.
June 3	Grand Trunk Pacific Railway Company and engineers, firemen, conductors, brakemen, baggagemen and yardmen in its employ.	Employés	Grand Trunk Pacific lines.	300	Wages and conditions of labour.	Hon. R. F. Sutherland, M.P., <sup>(C)</sup> <sup>3</sup> . F. H. McGuigan, <sup>(E)</sup> <sup>1</sup> . J. G. O'Donoghue <sup>(M)</sup> <sup>1</sup> .	June 24	Aug. 14	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute and no cessation of work occurred, the threatened strike being averted.
June 8	Canadian Northern Railway Company and its Maintenance-of-way employés.	Employés	Canadian Northern Railway lines west of Port Arthur.	1,100 dir. 700 indir.	Wages and conditions of labour.	His Honour Judge R. H. Myers, <sup>(C)</sup> <sup>4</sup> . W. J. Christie, <sup>(E)</sup> <sup>1</sup> . J. G. O'Donoghue, <sup>(M)</sup> <sup>1</sup> .	June 24	July 21	The report of the Board was accompanied by a minority report, signed by Mr. W. J. Christie. The findings of the Board were subsequently accepted by both parties to the dispute, a strike being thereby averted.
Aug. 11	Intercolonial Railway of Canada and its round-house employés.	Employés	Halifax, N.S. ....	20 dir. 1,000 indir.	Alleged discrimination against certain employés.	Sir Geo. Garneau, <sup>(C)</sup> <sup>4</sup> . Jas. H. Gilmour, <sup>(E)</sup> <sup>1</sup> . Aaron A. R. Mosher, <sup>(M)</sup> <sup>1</sup> .	Sept. 25	Nov. 17	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The findings of the Board were subsequently accepted by both parties to the dispute, a strike being thereby averted.



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Oct.	2	Intercolonial Railway of Canada and machinists and fitters in its employ.	Intercolonial Railway System.	363 dir. 43 indir.	Concerning dismissal of certain employés and alleged violation of contract.	Honour Judge John A. Barron, (C) <sup>4</sup> . Jas. H. Gilmour, (E) <sup>1</sup> J. G. O'Donoghue, (M) <sup>1</sup> .	19 Dec.	8 A	unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.
Dec.	3	Grand Trunk Railway Company and telegraphers and station agents in its employ.	Grand Trunk Railway lines, east of Detroit, Mich.	760	Wages, advertising of vacancies, etc.	J. E. Atkinson, (C) <sup>4</sup> . Wallace Nesbitt, K.C., (E) <sup>1</sup> . W. T. J. Lee, (M) <sup>1</sup> .	1910 21 Feb.	24 A	report was presented which was unanimous on certain of the matters in dispute, Mr. Wallace Nesbitt, K.C., member appointed on behalf of the Company dissenting from the views of the other members on two points. At the close of the year the Department was in communication with the parties to the dispute. No cessation of work occurred.
Mar.	17	Canadian Pacific Railway Company and conductors, baggage men, brakemen and yardmen in its employ.	Canadian Pacific Railway lines.	4,360	Wages and conditions of employment.	J. E. Atkinson, (C) <sup>4</sup> . Wallace Nesbitt, K.C., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	18 Mar.		Proceedings unfinished.
Mar.	17	Grand Trunk Railway Company and conductors, baggage men, brakemen and yardmen in its employ.	Grand Trunk Railway lines.	3,017	Wages and conditions of employment.	Wallace Nesbitt, K.C., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	18		Proceedings unfinished.
Mar.	17	Toronto, Hamilton & Buffalo Railway Company and conductors, baggage men, brakemen and yardmen in its employ.	Toronto, Hamilton & Buffalo Railway lines.	101	Wages and conditions of employment.	F. H. McGuigan (E) <sup>1</sup> J. G. O'Donoghue, (M) <sup>1</sup> .	18 Mar.		Proceedings unfinished.
Mar.	19	Grand Trunk Pacific Railway Company and its telegraph and station employés.	Grand Trunk Pacific lines.	75	Rules and rates of pay.	W. T. J. Lee, (M) <sup>1</sup>	30 Mar.		Proceedings unfinished.
Mar.	22	Dominion Atlantic Railway Company and employés.	Kentville, N.S. ....	4 dir. 25 indir.	Terms of employment and dismissal of certain employés.				Proceedings unfinished.



INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

2. STREET RAILWAYS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted	Date of receipt of report of Board.	Result of Reference.
1909 Apr. 20	Winnipeg Electric Railway Company and employees.	Employees	Winnipeg, Man.....	600	Concerning wages and conditions of labour	Rev. C. W. Gordon, D.D., (C) <sup>4</sup> . W. J. Christie, (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	May 10	June 1	A unanimous report was presented by the Board, accompanied by an agreement covering all points in dispute and effective from May 1, 1909 to May 1, 1911, a strike being thereby averted.

3. FREIGHT HANDLERS.

1909 May 17	Canadian Pacific Railway Company and freight handlers in its employ.	Employees	Owen Sound, Ont...	250	Concerning wages.	Donald Ross, (C) <sup>4</sup> . Wallace Nesbitt, K.C., (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	June 2	June 17	A strike of freight handlers employed by the Canadian Pacific Railway Company at Owen Sound, occurred on May 7, and continued until May 10, when application was made for the establishment of a Board under the Industrial Disputes Investigation Act to which the dispute was referred for adjustment. The report of the Board was accompanied by a minority report by Mr. O'Donoghue. The report of the Board was accepted by the parties to the dispute, further cessation of work being thereby averted.
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INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

III.—MUNICIPAL PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference
1909 July 8	Corporation of Saskatoon, Sask., and labourers in its employ.	Employés	Saskatoon, Sask.	150 dir. 150 indir.	Concerning wages and conditions of labour.	E. J. Mellicke, (C) <sup>4</sup> . Alex. Smith, (E) <sup>1</sup> . E. Stephenson, (M) <sup>1</sup> .	Aug. 4	Sept. 9	A report was presented by the Chairman and Mr. Alex. Smith, making certain recommendations for the settlement of the dispute, and stating also that an agreement had been reached on all points except the establishment of a minimum wage scale and recognition of the employés' union. No cessation of work was reported.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.

1909 Apr. 27	Dominion Textile Company and mule spinner in its employ.	Employés	Montreal, Que.	70 dir. 3,000 indir.	Concerning wages and condition of labour.	Hon. Mr. Justice Fortin, (C) <sup>3</sup> . F. G. Daniels, (E) <sup>1</sup> . A. A. Gibeault, (M) <sup>1</sup> .	May 7	May 25	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

PROCEEDINGS 1910-1911.

Statements of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from March 31, 1910 to March 1911.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I.D.I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I.D.I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I.D.I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I.D.I. Act, in the absence of a joint recommendation by the two members first appointed.

I.—MINING AND SMELTING INDUSTRY.

DEPARTMENT OF LABOUR, CANADA,  
STATISTICAL TABLES, XI., A.R., No. 8.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employé, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1910 Jan 5	Alberta Coal Mining Company and employes.	Employer.	Cardiff, Alta	35 dir. 25 in-dir.	Concerning wages and conditions of employment.	R. G. Duggan, (C) <sup>3</sup> . J. O. Hannah, (E) <sup>1</sup> . Clement Stubbs(M) <sup>1</sup>	Jan. 17	Apr. 2	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were understood to have been accepted by both parties concerned; a strike being thereby averted.
Apr. 18	Canadian-American Coal & Coke Company and employes, members of Frank Local No. 1263, U.M.W.A.	Employer.	Frank, Alta.	262	Concerning making of new agreement and recognition of U.M.W.A.	I.S.G. VanWart(C) <sup>4</sup> . Colin MacLeod (E) <sup>1</sup> . Clement Stubbs (M) <sup>1</sup>	Apr. 29	June 18	Settlement arrived at by Chairman without Board being formally convened; settlement effective to March 31, 1911.
Oct. 26	Crow's Nest Pass Coal Company, Limited, and employes, members of District No. 18, U.M.W.A.	Employes.	Fernie, B.C.	3,000	Concerning alleged breach of agreement and increased charge for special train.	I.S.G. VanWart(C) <sup>4</sup> . W. S. Lane, (E) <sup>1</sup> . Clement Stubbs(M) <sup>1</sup>	Nov. 18	Feb. 18	Board effected settlement which was understood to be acceptable to both parties concerned, a strike being thereby averted.
1911 Jan. 16	North Atlantic Collieries Company, Limited, and employes, members of Local Union, No. 2173, District No. 26, U.M.W.A.	Employes.	Port Morien, N.S.	110 dir 150 in dir.	Concerning reduction in wages and conditions of employment.	Prof. Robt. Magill (C) <sup>4</sup> . Duncan G. MacDon-ald (E) <sup>2</sup> . Alexander McKinnon, (M) <sup>1</sup> .	1911 Mar. 9	Mar. 23	During proceedings for establishment of Board, Company went into liquidation and mines were accordingly closed down.



2. METAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1911 Jan. 7	The Wettlaufer Silver Mining Company, Limited, and certain employes.	Employés.	South Lorrain, Ont.	35 dir. 30 indir.	Concerning reduction in wages.	George Ritchie, (C) <sup>4</sup> . R. F. Taylor, (E) <sup>1</sup> . Chas. H. Lowthian, (M) <sup>1</sup> .	1911 Feb. 20	1911 Feb. 28	A unanimous report was presented by the Board making certain recommendations for settlement of dispute. No cessation of work occurred.

II.—TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1910 Mar. 17	Toronto, Hamilton and Buffalo Railway Company and its conductors, baggagemen, brakemen and yardmen.	Employés.	All lines of T. H. & B. Railway.	101	Concerning employes' demand for increased compensation and improved conditions.	J. E. Atkinson, (C) <sup>4</sup> . F. H. McGuigan (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Apr. 6	.....	Agreement was reached between parties concerned without Board having been convened. The terms of settlement of this dispute were understood to correspond closely to the terms of settlement of a similar dispute between the C.P.R., and its employes in train and yard service.
Mar. 17	Canadian Pacific Railway Company and its conductors, baggagemen, brakemen and yardmen.	Employés.	All lines of C.P. Railway.	4,360	Concerning employes' demand for increased compensation and improved conditions.	J. E. Atkinson (C) <sup>4</sup> . Wallace Nesbitt (E) <sup>1</sup> . J. G. O'Donoghue (M) <sup>1</sup> .	Mar. 31	June 22	Report of Board was accompanied by a minority report signed by Mr. J. G. O'Donoghue, member appointed on the recommendation of the employes. Upon receipt of these reports negotiations were resumed between the Company and the employes concerned which resulted, on July 21, in an agreement to continue in force until terminated by thirty days' notice in writing. The



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agreement was understood to be in some respects similar to, but in other particulars different from the terms of settlement proposed by the Board, and was said to correspond closely both in respect of rates of wages and rules to "standard" rates and rules existing on a number of the principal railway systems in the Eastern States.

Report of Board was accompanied by a minority report signed by Mr. Wallace Nesbitt, K.C., member appointed on the recommendation of the Company. Upon receipt of these reports negotiations were resumed between the Company and the employés concerned for settlement of the differences in question. These negotiations were continued up till July 18, when a strike was declared of the employés concerned. Strike continued up till August 2, when it was announced that a settlement had been arrived at through Government intervention, the strike being declared off.

A unanimous report was presented by the Board which made certain recommendations for the settlement of the dispute. No cessation of work occurred.

Report of Board was accompanied by a minority report signed by Mr. Aaron A. R. Mosher, member appointed on behalf of the employés which was accepted by them. The Department was informed by the Company that there would be no discrimination on its part between union and non union men. No cessation of work occurred.

No Board established, settlement having been arrived at between the parties concerned.

1910

Mar. 17	Grand Trunk Railway Company and its conductors, baggagemen, brakemen and yardmen.	Employés..	All lines of G.T.R. System	3,017	Concerning employés' demand for increased compensation and improved conditions.	J. E. Atkinson, (C) <sup>4</sup> . Wallace Nesbitt (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	Apr. 6 June 22	Report of Board was accompanied by a minority report signed by Mr. Wallace Nesbitt, K.C., member appointed on the recommendation of the Company. Upon receipt of these reports negotiations were resumed between the Company and the employés concerned for settlement of the differences in question. These negotiations were continued up till July 18, when a strike was declared of the employés concerned. Strike continued up till August 2, when it was announced that a settlement had been arrived at through Government intervention, the strike being declared off.	agreement was understood to be in some respects similar to, but in other particulars different from the terms of settlement proposed by the Board, and was said to correspond closely both in respect of rates of wages and rules to "standard" rates and rules existing on a number of the principal railway systems in the Eastern States.
Mar. 19	Grand Trunk Pacific Railway Company and telegraph and station employés.	Employés..	G.T.P. Lines.....	75	Concerning rules and rates of pay.	His Honour Judge D. McGibbon, (C) <sup>3</sup> . Donald Ross, (E) <sup>2</sup> . W. T. J. Lee, (M) <sup>1</sup> .	Apr. 22 July 7	A unanimous report was presented by the Board which made certain recommendations for the settlement of the dispute. No cessation of work occurred.	
Mar. 22	Dominion Atlantic Railway Company and employés.	Employés..	Kentville, N.S.....	4 dir. 25 indir.	Concerning terms of employment and dismissal of certain employés.	Honourable John N. Armstrong, (C) <sup>4</sup> . McCallum Grant (E) <sup>2</sup> . Aaron A. R. Mosher, (M) <sup>1</sup> .	Apr. 29 May 12	Report of Board was accompanied by a minority report signed by Mr. Aaron A. R. Mosher, member appointed on behalf of the employés which was accepted by them. The Department was informed by the Company that there would be no discrimination on its part between union and non union men. No cessation of work occurred.	
May	Canadian Northern Railway Company and its blacksmiths, members of Blacksmiths' Railway Union, No. 147.	Employés..	Winnipeg, Man.....	30	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	No Board established, settlement having been arrived at between the parties concerned.	



INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted	Date of receipt of report of Board.	Result of Reference.
1910 May 2	Canadian Northern Railway Company and its blacksmiths' helpers, members of Blacksmiths Helpers' Lodge, No. 335.	Employés.	Winnipeg, Man.....	Between 30 and 40	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 2	Canadian Northern Railway Company and its machinists, members of Fort Garry Lodge, No. 189, International Association of Machinists.	Employés.	Winnipeg, Man.....	325	Concerning demand for new working agreement and increased wages.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 2	Canadian Northern Railway Company and its machinists' helpers, members of Federal Union, No. 4.	Employés.	Winnipeg, Man.....	57	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 2	Canadian Northern Railway Company and its moulders, members of Moulders' Union, No. 174.	Employés.	Winnipeg, Man.....	13	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 2	Canadian Northern Railway Company and certain employés members of Brotherhood of Railway Carmen, Northern Star No. 371, and Plumbers, Gas and Steamfitters' Union, No. 479.	Employés.	Winnipeg, Man.....	432	Concerning demand for new working agreement, increased wages and shorter hours.	Wm. Elliott Macara (C) <sup>3</sup> . David H. Cooper, (E) <sup>1</sup> . Philip C. Locke, (M) <sup>1</sup> .	May 23 June 28	Board presented a unanimous report making certain recommendations for a settlement. Award was not accepted by employés concerned, some of whom declared strike on July 7. Strike continued until September 27, when the men returned to work on the terms of the Board's award.	



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May	2	Canadian Northern Railway Company and its boilermakers, boiler-makers' specialists and boilermakers' helpers, members of Boilermakers and Iron Ship Builders of America, Fort Garry, No. 451, and Boilermakers, Iron Ship Builders and Helpers, No. 212.	Employés.	Winnipeg, Man.....	170	Concerning demand for new working agreement, increased wages and shorter hours. (E) <sup>1</sup>	.....	.....	Pending establishment of Board a settlement was arrived at between parties concerned.
June	21	Intercolonial & Prince Edward Island Railways and telegraphers, train despatchers and station agents, members of Order of Railroad Telegraphers.	Employés.	Canadian Government Railway System.	490	Concerning proposed amendments to schedule and alleged mistreatment of certain employés. His Honour Judge John A. Barron, (C) <sup>3</sup> and J. H. Gilmour, (E) <sup>1</sup> . J. G. O'Donoghue, (M) <sup>1</sup> .	1911 Jan. 4	1911 Feb. 20	Establishment of Board was postponed owing to arrangements being made for a conference between the Government Railways Managing Board and representatives of the employés concerned. A request was received from the employés on November 14, 1910, for a Board, no settlement having been arrived at. A unanimous report was received, making certain recommendations for the settlement of the dispute, which were accepted by the Government Railway Managing Board and by the employés.
June	28	Grand Trunk Railway Company and brass workers in Montreal, members of Brass Workers, Local 320.	Employés.	Montreal, Que.....	24	Concerning demand for minimum rate of 30 cents per hr. C. Rodier, (M) <sup>1</sup> . Wm. Aird, (E) <sup>1</sup> .	1911 July 13	1911 Aug. 30	Report of Board was accompanied by a minority report, signed by Mr. Wm. Aird, member appointed on behalf of the Company. Report was accepted by the employés concerned. No cessation of work occurred.
Sept.	3	Canadian Pacific Railway Company and maintenance-of-way employés.	Employés.	C.P.R. System in Canada.	4,000	Concerning demand for increased wages and revision of schedule. His Honour Judge D. McGibbon, (C) <sup>4</sup> . F. H. McGuigan, (E) <sup>1</sup> . W. T. J. Lee, (M) <sup>1</sup> .	1911 Mar. 21	1911 Mar. 4	Report of Board was accompanied by minority report signed by Mr. F. H. McGuigan, member appointed on behalf of the Company. Department was informed that the majority report was accepted by Company and employés concerned.
Sept.	3	Grand Trunk Pacific Railway Company and maintenance-of-way employés.	Employés.	Whole system of G.T.P. Railway.	1,000	Concerning demand for increased wages and revision of schedule. His Honour Judge D. McGibbon (C) <sup>3</sup> . J. W. Dawsey (E) <sup>1</sup> . W. T. J. Lee, (M) <sup>1</sup> .	1911 Jan. 21	1911 Jan. 7	Report of Board was accompanied by minority report signed by Mr. J. W. Dawsey, member appointed on behalf of the Company. Report was accepted on behalf of employés concerned. The Company, however, declined to be bound by the Board findings. No cessation of work occurred.



INDUSTRIAL DISPUTES INVESTIGATION ACT—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1911 Feb. 10	Canadian Northern Railway Company and maintenance-of-way employes.	Employés	C.N.R. System in Canada.	1,800	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (C) <sup>3</sup> . F. H. McGuigan (E) <sup>1</sup> . W. T. J. Lee, (M) <sup>1</sup> .	22 Sept.	2 Mar. 10 Mar.	Report of Board was accompanied by minority report signed by Mr. F. H. McGuigan, member appointed on behalf of the Company. Employés accepted Board findings. Company, however, declined to be bound by the same, but accepted instead the minority report. No cessation of work occurred.
Feb. 10	Kingston & Pembroke Railway Company and firemen and hostlers, members of the Brotherhood of Locomotive Firemen and Enginemen.	Employés	Kingston, Ont.....	11 dir. 20 indir.	Concerning demand for increased wages and revision of rules.	.....	.....	.....	Department advised parties concerned that further effort should be made to effect settlement and on March 11, 1911, was informed that an amicable settlement had been arrived at.

2. STREET RAILWAYS.

1910 July 5	Toronto Railway Company and employes, members of Toronto Railway Employés' Union, No. 113.	Com-Employés	Toronto, Ont.....	1,300	Concerning demand for new working agreement.	His Honour Judge John A. Barron (C) <sup>3</sup> . J. P. Mullarkey, (E) <sup>1</sup> . J. G. O'Donoghue (M) <sup>1</sup> .	July 16	Aug. 20	A unanimous report was presented by Board making certain recommendations for settlement of dispute, which were accepted by both parties concerned.
Aug. 22	British Columbia Electric Railway Company and linemen, members of Local No. 213 International Brotherhood of Electrical Workers.	Employé	Vancouver and vicinity.	50	Concerning demand for dismissal of foreman of linemen.	A. E. Beck (E) <sup>1</sup> . Jas. H. McVety (M) <sup>1</sup> .	.....	Sept. 12	Constitution of Board not completed, the parties concerned having arrived at a settlement of the matters in dispute.



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Oct. 22	Winnipeg Electric Rail- Employés... way Company and conductors and motormen members of Amalgamated Association of Street Railway Employés of America, Local, No. 99.	Winnipeg, Man.....	603	Concerning alleged discrimination against certain employés, members of Amalgamated Street Railway Employés.	W. J. Christie, (C) <sup>3</sup> . Capt. Wm. Robinson (E) <sup>1</sup> . L. L. Peltier, (M) <sup>1</sup> .	11 Dec.	13	Report of Board was accompanied by a minority report signed by Mr. L. L. Peltier, member appointed on the recommendation of the employés concerned. Employés ceased work on December 16, 1910, to enforce their demand for reinstatement of four discharged employés. A settlement was effected through the intervention of Citizens' Committee by which strike was terminated on December 31, 1910.
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3. SHIPPING.

Mar. 14	Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star-Dominion Line, Canada Line, South African Line, Mexican Line, Manchester Liners, Black Diamond Line, Head Line Canadian Pacific Railway Line, and all other owners of steamships navigating to Montreal and Syndicated Longshoremén of Montreal.	Employés...	Montreal, Que.....	1,800	Concerning wages and conditions of employment.	Honourable Mr. Justice T. Forin (C) <sup>4</sup> . Wm. Lyall, (E) <sup>1</sup> . Gustave Francey (M) <sup>1</sup> .	7 Apr.	20	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, an agreement being entered into effective for a period of five years. In connection with the same a permanent Board of Conciliation was established to settle such grievances as might from time to time be complained of.
1910									
Aug. 8	Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star-Dominion Line, Canada Line, South African Line, Mexican Line, Manchester Liners, Black Diamond Line, Head Line, Canadian Pacific Railway Line and all other owners of vessels navigating in the Port of Montreal and the Ship Li-ers of the Port of Mon-	Employés...	Montreal, Que.....	200	Concerning wages hours, and conditions of employment.	W. D. Lighthall, (C) <sup>4</sup> . J. Herbert Lauer (E) <sup>1</sup> . George Poliquin (M) <sup>1</sup> .	22 Sept. Sept. 17	16	Report of Board was accompanied by a minority report signed by Mr. J. Herbert Lauer, member appointed on the recommendation of the Shipping Federation of Canada. The report was acceptable to the employés concerned; the Shipping Companies, however, in a communication addressed to the Department, expressed themselves as unable to accept the majority report. No cessation of work occurred.



Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. of persons affected.	Nature of Dispute.	Names of Members of Board: (C) Chairman, (E) Employer, (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Sept. 10	Canadian Pacific Steamship Company and its employés commonly known as deckhands, at Vancouver and Victoria, members of Sailor's Union of the Pacific.	Employés.	Vancouver and Victoria, B.C.	86 dir. 50 indir.	Concerning wages, hours and conditions of employment.	Honour Judge W. B. McInnes (C) <sup>3</sup> . G. E. McCrossan (E) <sup>2</sup> . J. H. McVety, (M) <sup>1</sup> .	Oct. 27	Nov. 28	A unanimous report was presented by Board making certain recommendations for the settlement of the dispute, which were accepted by the employés concerned. The Company maintained that it had no dispute with its employés and that, therefore, no action on its part was necessary. No cessation of work occurred.

## 4. COMMERCIAL TELEGRAPHERS.

June 23	Canadian Pacific Railway Company and commercial telegraphers, members of Commercial Telegrapher's Union of America.	Employés.	Commercial telegraph lines of C.P. Railway.	600	Concerning wages and conditions of employment.	J. E. Duval, (C) <sup>3</sup> . F. H. McGuigan (E) <sup>1</sup> . D. Campbell, (M) <sup>1</sup> .	July 7	July 25	A unanimous report was presented by Board in which it was stated that an agreement was concluded between the parties concerned on all points at issue.
1911 Mar. 3	Great North Western Telegraph Company of Canada and telegraphers, members of Commercial Telegraphers' Union of America.	Employés.	All offices operated by the G.N.W. Telegraph Company of Canada.	200 dir. 1,100 indir.	Concerning wages and conditions of employment.	Hon. Mr. Justice J. V. Teetzel, (C) <sup>3</sup> . Frederick H. Markey (E) <sup>1</sup> . D. Campbell, (M) <sup>1</sup> .	Mar. 30	.....	Proceedings unfinished.



**VII. REPORTS OF BOARDS RECEIVED DURING 1910-1911.**

In the following pages appears the text of the reports presented by Boards of Conciliation and Investigation, received by the Registrar during the financial year 1910-1911, also the text of minority reports received.

**1. APPLICATION FROM ALBERTA COAL MINING COMPANY, CARDIFF, ALBERTA—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—STRIKE AVERTED.**

Application received—January 5, 1910.

Parties concerned—Alberta Coal Mining Company, Cardiff, Alta., and employés.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—Directly, 35; indirectly, 25

Date of constitution of Board—January 17, 1910.

Membership of Board—Mr. R. G. Duggan, Taber, Alta., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. O. Hannah, Taber, Alta., appointed on the recommendation of the employing Company; and Mr. Clement Stubbs, Fernie, B.C., appointed on the recommendation of the employés.

Report received—April 2, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which was understood to have been accepted by both parties, a strike being thereby averted.

On April 2, the Minister of Labour received the unanimous report of the Board of Conciliation and Investigation to which had been referred certain differences between the Alberta Coal Mining Company, Limited, of Edmonton, Alta., and certain miners in its employ.

In the application of the Alberta Coal Mining Company, Limited, for the establishment of this Board, it was alleged that a number of its employés had gone on strike without notice. It was further alleged, that about two months before a demand had been made for higher wages, as a result of which an application had been made by the Company for the establishment of a Board under the Industrial Disputes Investigation Act, but that as the men had continued working the matter was allowed to drop. On behalf of the employés it was stated that the dispute between the Company and its workmen related to proposed changes in the conditions of employment which had been requested by the employés some three months before, and that these causes of dispute still existed. It was also denied that the employés had ceased work without any demands being made. Complaint



was made by the employés respecting the accuracy of the scales in use by the Company in the weighing of coal mined by its employés; and recognition was demanded for the local union of the United Mine Workers of America, to which the employés were understood to belong.

Mr. J. O. Hannah, of Taber, Alta.; and Mr. Clement Stubbs, of Fernie, B.C., were appointed members of the Board on the recommendation of the employing company and of the employés, respectively; and the Board was completed on January 17, by the appointment of Mr. R. G. Duggan, of Taber, Alta., as Chairman, on the recommendation of the other two members of the Board.

In its report the Board stated that it had made several recommendations to the General Manager of the Alberta Coal Mining Company relative to changes in the method of working in the mine, which the Board believed would be adopted, and which, in its opinion, would be of considerable benefit to all parties concerned. The Board also found that two of the causes of dissension and dispute were removed by the closing down of one particular section of the mine in which the miners had had to contend with a considerable quantity of water and bone, and further by the retirement of the person who had charge of the workings at that time. Various other recommendations are made also in the report for the settlement of the differences in question.

A communication was received in the Department on April 14, from the Alberta Coal Mining Company, Limited, in which it was stated that there was nothing in the findings of the Board with which that Company could not and would not comply; and further that the differences between the parties were caused by misunderstanding and exaggerated by outside parties, and that, so far as the management of the mine was concerned, there would be no further trouble. "We are pleased" this letter concluded "to be able to refer differences to such a Board as is established under the law, for without this recourse there would have been either a strike or a lockout and the mine would have been idle during the busiest portion of the year." It was understood by the Department that the findings of the Board are regarded as acceptable also to the employés concerned.

#### REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation is as follows:—

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Alberta Coal Mining Company (employer) and miners, mine labourers, and others (employés).

We, the undersigned members of the Board, having carefully gone over the evidence submitted by both parties, and having made a thorough inspection of the mines of the Company, situated at Cardiff, Alta., make and submit to you the following findings and recommendations:

1. That the employés appoint a committee to represent them, whose duties it will be to take up all grievances arising at the mine, with the management of the coal company, and that in case of any grievance arising, that the men should continue at work pending an adjustment of these grievances, it being understood that an attempt to settle matters in dispute will be made without delay.



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2. That in all cases where the men take down or remove bone that they be paid for same at a price, per lineal yard.

3. That the Company remove the water from the working places or, if the water is removed by the miner, that he receive compensation for time so occupied.

4. That the Company issue pay statements to the men, if possible, at least three days prior to each pay day, showing the amount due for the different classes of work done, also giving particulars of deductions, etc.

5. That the Company arrange the dump on the tippie, so as to eliminate coal falling from the pit cars to the outside of the chute, while coal is being dumped.

6. That when conditions arise, where the use of timber sets are necessary, and the placing of same ordered by the management, that the miners receive extra pay for this class of work.

a. We, the members of the Board, have further made several recommendations to the General Manager of the Alberta Coal Mining Company relative to changes in the method of working in the mine, and which we believe will be adopted, and which in our opinion will be of considerable benefit to all parties concerned.

b. We also found, that two of the causes of dissension and dispute have been removed by the closing down of one particular section of the mine, in which the miners have had to contend with a considerable quantity of water and bone, and further by the retirement of the person who had charge of the workings at that time.

Respectfully submitted,

(Signed) R. G. DUGGAN,  
*Chairman.*

C. STUBBS,  
*Representative employés.*

JOS. O. HANNAH,  
*Representative employer.*

EDMONTON, ALTA., March 24, 1910.



**II. APPLICATION FROM CONDUCTORS, BAGGAGEMEN, BRAKEMEN AND YARDMEN  
EMPLOYED BY THE TORONTO, HAMILTON & BUFFALO RAILWAY COMPANY—  
BOARD ESTABLISHED—AGREEMENT CONCLUDED.**

Application received—March 17, 1910.

Parties concerned—Toronto, Hamilton & Buffalo Railway Company and conductors, baggagemen, brakemen and yardmen.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—101.

Date of constitution of Board—April 6, 1910.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Result of inquiry—Agreement was reached between parties concerned without Board having been convened.

The dispute between the Toronto, Hamilton and Buffalo Railway Company and its employés in train and yard services grew out of demands made on the part of the latter for increased compensation and improved conditions of employment, which were understood to be uniform with the demands made upon the Canadian Pacific and Grand Trunk Railway Companies, as well as the principal railway systems in the Eastern States. The Department was informed that the meeting of the Board of Conciliation and Investigation in this matter was deferred, pending the adjustment of the schedule of rates and conditions to govern the conductors, baggagemen, brakemen and yardmen employed on the lines of the Canadian Pacific Railway System, the members of the Board being informed that whatever settlement was finally arrived at between the Canadian Pacific Railway Company and its employés in train and yard services would also be adopted between the Toronto, Hamilton and Buffalo Railway Company and its employés.

On August 3, the Minister of Labour was furnished by the Chairman of the Board with a copy of an agreement which had been entered into between the Toronto, Hamilton and Buffalo Railway Company and its employés in train and yard services, which was understood to conform approximately to the terms of an agreement which had been reached a few days earlier between the Canadian Pacific Railway Company and its conductors, baggagemen, brakemen and yardmen.



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**III. APPLICATION FROM CONDUCTORS, BAGGAGEMEN, BRAKEMEN AND YARDMEN EMPLOYED BY THE CANADIAN PACIFIC RAILWAY COMPANY.—BOARD ESTABLISHED —AGREEMENT CONCLUDED.**

Application received—March 17, 1910.

Parties concerned—Canadian Pacific Railway Company and conductors, baggagemen, brakemen and yardmen.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—4,360.

Date of constitution of Board—March 31, 1910.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue Toronto, Ont., appointed on the recommendation of the employés.

Reports received—June 22, 1910.

Result of inquiry—An agreement was concluded between the parties concerned which was based on the Board's report, a strike being thereby averted.

The Minister of Labour received, on June 22, the report of the Board of Conciliation and Investigation, to which had been referred certain differences between the Canadian Pacific Railway Company and its conductors, baggagemen, brakemen and yardmen, members of the Order of Railway Conductors and of the Brotherhood of Railroad Trainmen, respectively; also a minority report bearing the signature of Mr. J. G. O'Donoghue, of Toronto, Ont., one of the members of the Board.

The award of the Board of Conciliation and Investigation was accepted by the Company, but was not concurred in by the committee of employés concerned. As a result, negotiations were resumed between the parties in Montreal, which resulted in the signing on July 21 of an agreement which was understood to correspond in some respects to the terms of settlement proposed by the Board, and to approximate, both in respect of rates of wages and of rules, to the "Standard" rates and rules adopted on a number of the principal railway systems in the Eastern States.

The differences in question arose out of a demand on the employés' part for a new schedule of agreement providing for increased compensation and improved conditions of employment. The schedule of wages and hours as proposed by the employés was understood to correspond to demands made by these classes of employés upon the Grand Trunk Railway Company, the Toronto, Hamilton and Buffalo Railway Company, and the branch railways in the Eastern United States, for the establishment of what were commonly referred to in the negotiation as



uniform standard rates. The number of employés affected was declared, in the application, to be 4,360. Similar applications had been received, it will be remembered, in the cases of the Grand Trunk Railway Company, and the Toronto, Hamilton and Buffalo Railway Company, in connection with both of which, also, Boards had been established.

The Board, which was appointed to investigate the present dispute, was composed of Mr. J. E. Atkinson, of Toronto, Ont., Chairman, who was appointed by the Minister, in the absence of any recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., of Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, of Toronto, Ont., appointed on the recommendation of the employés. The Board was convened in Montreal, on April 25, where a number of sittings were held and a number of witnesses examined. Sittings were held afterward in Toronto, where its work was concluded on June 21.

The Company was represented during the hearings by Mr. D. McNicoll, Vice-President, Mr. C. Murphy, General Superintendent Eastern Division Operating and Maintenance Department, and Mr. A. D. MacTier, Assistant to Mr. McNicoll. The employés were represented by Mr. S. N. Berry, of Toronto, Ont., Vice-President of the Order of Railway Conductors; and Mr. James Murdock, of Toronto, Ont., Vice-President of the Brotherhood of Railroad Trainmen, and the General Chairman.

The report of the Board, as presented to the Minister, bore the signatures of Mr. J. E. Atkinson, of Toronto, Ont., Chairman, and Mr. Wallace Nesbitt, K.C., of Toronto, Ont.

In its report, the Board—a majority thereof—arrived at a finding which it recommended as a fair and reasonable basis for the settlement of the dispute. The finding in question dealt with the hours and rates of pay for employés in train and yard service, and also embodied the views of the Board on the various rules of service.

Mr. J. G. O'Donoghue, of Toronto, Ont., in his minority report expressed regret that he had found himself unable to agree with the majority of the Board as to the rates, etc., that should obtain between the Company and the men concerned in the present dispute. Mr. O'Donoghue further observed that he saw "no reason for differentiating between the Canadian Pacific Railway Company and other first-class roads in the eastern part of this continent". Mr. O'Donoghue embodied in his report the rates of pay and rules which, in his judgement, should be accepted by the Company and the employés concerned.

Upon receipt, on June 22, of the report and minority report in this matter, copies were immediately forwarded to the employing Company and the employés concerned. Negotiations were thereupon resumed in Montreal between the management and a committee of employés which resulted in the conclusion in July following of an agreement effective from May 1, 1910. The agreement was understood to be in some respects similar to and in other respects different from the terms of settlement proposed by the Board of Conciliation and Investigation to correspond pretty closely both in respect of wages and rules to the "standard rates and rules adopted during the same spring and summer on a number of the principal railway systems in the eastern states."



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## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

The Board composed of the Honourable Wallace Nesbitt, K.C., Mr. J. G. O'Donoghue, and Mr. J. E. Atkinson, Chairman, met in Montreal on April 25.

The employés were represented by Mr. S. N. Berry, Toronto, Vice-President of the Order of Railway Conductors, and Mr. James Murdock, Toronto, Vice-President of the Brotherhood of Railroad Trainmen, and the General Chairman.

The Company was represented by Mr. D. McNicoll, Vice-President, Mr. C. Murphy, General Superintendent Eastern Division Operating and Maintenance Department, and Mr. A. D. MacTier, Assistant to Mr. McNicoll.

The Board continued to sit in Montreal and afterwards in Toronto with brief adjournments until June 21.

The Board—a majority thereof—arrived at the following finding, which it recommends as a fair and reasonable basis for the settlement of the dispute as to rates of pay and rules. Where rules herein submitted were not adopted un-animously, but by a majority, the names of the members composing the majority are in each case given.

## RATES OF PAY.

Passenger train service not otherwise herein specified:

Conductors, 2.60 cents, per mile; baggagemen, 1.50 cents per mile; brakemen, 1.45 cents, per mile.

Exceptions, if any, to be specified by the Company, and to be agreed upon between the employés and the Company in a way consistent, and in harmony with the increases herein given.

Minimum allowances for passenger service:

Conductors, \$4.05, per day; baggagemen, \$2.33, per day; brakemen, \$2.25, per day.

Exclusive of overtime, regular assigned passenger train employés who are ready for service the entire month, and who do not lay off on their own accord, shall receive the following minimum sums, exclusive of overtime for the calendar month:

Conductors, \$110.00; baggagemen, \$66.00; brakemen, \$61.60.

Ten hours or less, 155 miles or less, will constitute a day's work in passenger service, and will be paid for at the following rates: Conductors, 40 cents; baggagemen, 24 cents; brakemen, 23 cents, per hour. And overtime will be paid for, less than thirty minutes not to be counted, thirty minutes or over to be counted as an hour.

Through freight, mixed and all other trains to be paid as follows: Conductors, 3.55 cents, per mile; brakemen, 2.37 cents per mile; runs of 100 miles or less, either straight-away or turn-around, to be paid for as 100 miles, but the representatives of the Company and of the employés may agree upon certain instances in which an individual employé or a crew, not having made 100 miles, may make two or more short runs in continuous service without being entitled to 100 miles allowance for each such trip.



Way freight service to be paid as follows: Conductors, 3.90 cents, per mile; brakemen, 2.65 cents per mile, 100 miles or less to be paid for as 100 miles. Mileage in excess of 100 miles in any day will be paid for in addition *pro rata*; ten hours or less to constitute a day. Where regularly assigned crews, working less than the calendar working days of the month, are employed, they will be guaranteed not less than 100 miles for each calendar working day.

In all freight or mixed service, 100 miles or less, ten hours or less, to constitute a day's work; on runs of 100 miles or less overtime after ten hours. On runs of over 100 miles, overtime will be paid on a basis of speed of ten miles per hour. The working time of men to begin at time required to report for duty and do so report, and to continue until registered in at the end of the trip. Overtime to be paid for, at the rate of ten miles per hour, for class of service performed. Less than thirty minutes not to count, thirty minutes or over to be paid for as one hour.

Reductions in crews or increases in mileage in passenger service from assignments in effect, November 1, 1909, will not be made for the purpose of offsetting these increases in wages. This, however, is not to be understood as preventing readjustment of runs in short turn around and suburban service that are paid under minimum rules, for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules without reducing the number of crews.

Rules governing special or incidental services not provided for herein shall be arranged between the officers of the Company, and representatives of the employés upon the basis consistent and in harmony with the rates and rules herein awarded.

(Sgd.) J. E. ATKINSON.

(Sgd.) WALLACE NESBITT.

#### RULES.

*Article One.*—When mixed or through freight trains handle way-freight, at five or more stations, pick up or set out (a car or cars) at five or more stations, or make twelve or more switches en route, way-freight rates will be paid for the trip.—Chairman and Mr. O'Donoghue.

*Article Two.*—Rates for passenger and mixed trains include making up and setting away trains at terminals where yardmen are not on duty, provided monthly minimum mileage not exceeded.

Points on current time-table where one or more trains end, are terminal points for such trains. The meaning of "Terminal" in the foregoing article is understood to be the regular points between which crews regularly run; for instance, the terminal from which a branch line projects would be the terminal for the branch, but not necessarily for the section from which the branch line springs.—Unanimous.

Overtime will not be allowed for lay-over at home terminals. This not to conflict with Rule 24.—Chairman and Mr. Nesbitt.

*Article Three.*—Company's rule.—Unanimous.

*Article Four.*—Company's rule.—Chairman and Mr. Nesbitt.

*Article Five.*—Company's rule.—Unanimous.



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*Article Six.*—Company's rule.—Chairman and Mr. Nesbitt.

*Article Seven.*—Company's rule.—Unanimous.

*Article Eight.*—Company's rule with the words "In the same class of service" inserted in the second line after the word "used".—Chairman and Mr. Nesbitt.

*Article Nine.*—Company's rule.—Chairman and Mr. Nesbitt.

*Articles Ten, Eleven, Twelve.*—Company's rules.—Unanimous.

*Article Thirteen.*—Trainmen will be paid for work or wreck train service en route when the time occupied at such work exceeds one hour, and the time so paid will not be included in computing overtime.—Unanimous.

*Article Fourteen.*—Company's rule with the following words added: "Trainmen running with light engine or engine and caboose will be paid full through freight rates."—Unanimous.

*Article Fifteen.*—Company's rule with the words "General Division" inserted in third line before the word "District," and the following words added at the end, "For all mileage over two hundred."—Unanimous.

*Articles Sixteen and Seventeen.*—Company's rules. Struck out and nothing substituted for them.

16—Chairman and Mr. O'Donoghue.

17—Unanimous.

*Article Eighteen.*—Company's rules, amending the rule as follows:—

"Trainmen acting as pilots will be paid conductor's through freight rate. When a pilot as defined in operating rules is required a competent man will be supplied in addition to the regular crew. A man unfamiliar with physical characteristics of the road will not be required to go."—Unanimous.

*Articles Nineteen and Twenty.*—Company's rules.—Chairman and Mr. Nesbitt.

*Article Twenty-one.*—When unassigned crews are available and are run around at terminals, they will be paid 50 miles for each run around and stand first out. Run around as above will not be considered to exist if crews are called in turn and go out on the train ordered for. —Unanimous.

*Articles Twenty-two and Twenty-three.*—Company's rules.—Chairman and Mr. Nesbitt.

*Article Twenty-four.*—Passenger train employes on short turn around runs no single trip of which exceeds 80 miles including suburban service shall be paid overtime for all time actually on duty or held for duty in excess of eight hours computed on each run from the time required to report for duty to the end of that run within twelve consecutive hours; and also for all time in excess of twelve consecutive hours computed continuously from time first required to report to final release at end of last run. All other passenger train employes shall be paid for overtime on the basis of 15 miles per hour to be computed from the time the men are required to report for duty until released and separately for each part of a round trip run.—Chairman and Mr. O'Donoghue.

*Article Twenty-five.*—Company's rule struck out.

*Article Twenty-six.*—Company's rule.—Chairman and Mr. Nesbitt.

*Article Twenty-seven.*—Company's rule.—Unanimous.

*Article Twenty-eight.*—Company's rule, with the following words added:—

"Trainmen will not be required to do this work where section men are available."—Unanimous.



*Article Twenty-nine.*—Trainmen held off on Company's business or on the Company's order will be paid schedule rates for time or mileage lost and reasonable expenses if away from home.—Unanimous.

*Article Thirty.*—Company's rule.—Unanimous.

*Article Thirty-one.*—Trainmen will not be compelled to ride in snow plows or flanger, but will be supplied with van or other suitable car properly equipped.—Unanimous.

*Article Thirty-two.*—Company's rule.—Unanimous.

*Article Thirty-three.*—Unless senior conductors desire otherwise, junior conductors, if competent, will be assigned to work-train service.—Unanimous.

*Article Thirty-four.*—When a dead-head crew is required the first crew out will be called to deadhead, and will hold its turn out at the distant terminal.—Unanimous.

*Article Thirty-five.*—Company's rule, with the hour in the third line changed to "four o'clock, a.m."—Chairman and Mr. Nesbitt.

*Article Thirty-six.*—For the Company's rule substitute article nineteen, of the Schedule of Rates and Rules of the Canadian Pacific Railway Company, Central and Western Divisions, in effect April 1, 1907.

(NOTE.—A list of exceptions to this rule is to be arranged between the Company and its employés.—Chairman and Mr. O'Donoghue.)

*Article Thirty-seven.*—Trainmen will be advised with reason and without unreasonable delay if mileage or time claimed is not allowed.—Unanimous.

*Article Thirty-eight.*—Company's rule, with the following words added: "Trainmen on regular runs will be allowed to go home Sundays, provided the train service they are employed on permits."—Unanimous.

*Article Thirty-nine.*—Through freight crews will be run first in first out of terminal points on their respective sections.—Unanimous.

*Article Forty.*—When unassigned crews are held at other than their home terminals longer than eighteen hours, exclusive of Sundays, without being called for duty, they will be paid schedule through freight rates for each hour thereafter, time to be computed from the time crews go off duty until one hour before the departure of the train on which they resume duty. When men book rest of their own accord, the time booked will not be included.—Chairman and Mr. O'Donoghue.

*Article Forty-one.*—Company's rule.—Chairman and Mr. Nesbitt.

*Article Forty-two.*—Company's rule with these words inserted, after the word "case" in the fifth line, "and the evidence against them will be stated to them." Also with the words added in the eighth line after the word "Superintendent," "and higher officials."—Unanimous.

*Article Forty-three.*—Company's rule with the word "practicable" changed to "possible."—Unanimous.

*Article Forty-four.*—Company's rule.—Unanimous.

*Article Forty-five.*—All passenger and mixed trains will have, at least, one train baggageman and one brakeman. All passenger trains of eight or more cars will have two brakemen and one baggageman, if there is a local baggage car on the train. One or two box-baggage or refrigerator cars to count as one car, and three or four as two cars.—Unanimous.



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*Article Forty-six.*—One brakeman on each freight or work train and one brakeman or baggageman on each passenger train must have, at least, six months' experience, and the same or another man be acquainted with the run. The conductor will not be required to take out an incompetent brakeman.—Chairman and Mr. Nesbitt.

*Article Forty-seven.*—Company's rule.—Unanimous.

*Article Forty-eight.*—Company's rule.—Chairman and Mr. Nesbitt.

*Article Forty-nine.*—Company's rule.—Unanimous.

*Article Fifty.*—Company's rule struck out and Men's rule forty-three substituted for it, the Men's rule being amended by striking out the words "and the first day of June."—Unanimous.

*Article Fifty-one.*—Men's rule forty-two with the following amendment:—

In the sixth line strike out "in writing". In the fifth line of the second paragraph insert after the word "will", "subject to the approval of the superintendent." In the third paragraph strike out "present schedule" and substitute "1906 rules." At the end of the third paragraph strike out the word "properly" before the word "belong."

In the fifth paragraph in the second line insert after the word "general" the word "superintendent." Insert in a proper place in the rule the following paragraphs:—

"The promotion of passenger brakemen shall be to passenger baggagemen, or to any run in passenger service to which their seniority as brakemen or baggagemen entitles them."

"Brakemen have no seniority standing during the first six months' service. They will then rank as brakemen from date entering service."—Unanimous.

*Article Fifty-two.*—Men's rule forty-one, with the words inserted in the sixth line after the word "districts", "provided they are competent."—Unanimous.

*Article Fifty-three.*—Company's rule. (General order to issue about cleaning of the cars.)

*Article Fifty-four.*—Any question of interpretation which may arise will be adjusted by the General Chairman with the General Superintendent and then if necessary with the General Manager. But this is not to interfere with the present practice of the individual's right to make his own complaint.

*Article Fifty-five.*—This schedule of rates and rules for trainmen and yardmen will take effect May 1, 1910, and continue until terminated by thirty days' notice in writing.—Chairman and Mr. Nesbitt.

*Additional Rules.*—The following rules submitted by the men are adopted, and will be placed in their proper place in the new schedule.

Men's rule thirty-two, with the word "Refrigerator" inserted after the words "responsible for."—Unanimous.

Men's rule thirty-eight, with the word "freight" inserted in the first line after the words "to handle."—Chairman and Mr. O'Donoghue.

*Yard Service.*—"A".—Company's rule stands, except that twenty-nine is struck out and fifty (now forty-three of trainmen's rules) is inserted.—Chairman and Mr. Nesbitt.

"B", "C" and "D".—Company's rules adopted.—Chairman and Mr. Nesbitt



“*E*”.—Company’s rule struck out and Men’s rule “11” substituted with the following changed; “in writing” is struck out after “Advise of the reason” and the following words “subject to the approval of the Superintendent” are inserted after the words “Refusing promotion will.”—Unanimous.

“*F*”.—Company’s rule, with the words “or by the Company’s order” inserted after the word “Business”.—Unanimous.

“*G*”.—Men’s rule, four.—Unanimous.

“*H*”.—Company’s rule.—Chairman and Mr. Nesbitt.

“*I*”.—Company’s rule struck out, the following substituted: “Yardmen held off on Company’s business or by the Company’s order will be paid at schedule rates for time lost, and reasonable expenses, if away from home. Yardmen working nights will not be called during the day for the purpose of investigation until they have at least, eight hours rest.”—Unanimous.

“*J*”.—Company’s rule.—Chairman and Mr. Nesbitt.

“*K*”.—Montreal and Toronto terminals; foremen, 35 cents, per hour; yardmen, 31 cents, per hour.

Ottawa, West St. John, London, Windsor, Quebec, Owen Sound, foremen, 33 cents, per hour; McAdam, Farnham, Smith’s Falls, North Bay, yardmen, 29 cents, per hour, All other yards: foremen, 31 cents, per hour, yardmen, 27 cents, per hour. Night work 2 cents an hour in addition.

*Additional Rules*.—Men’s rule, “seven”, with the following words “Ready for service the entire month, and who do not lay off of their own accord” inserted after the words “Yard Service.”—Unanimous.

Men’s rule “Six”.—Unanimous.

Men’s rule “Fourteen” with the words struck out “Placed on the rear end of the train.”—Unanimous.

Men’s rule “Fifteen” with the words struck out “As prescribed in rule No. eight” and the last sentence to read “Yardmen will be relieved in the yard where they commence work.”—Unanimous.

Men’s rule “Seventeen” with the words added “Where sufficient shed staff is employed or where weighmasters are employed.”—Unanimous.

Men’s rule “Twenty-two” with the words “Where two or more crews are employed” inserted after the words “Yard Office.”—Unanimous.

Men’s rule “Twenty-five and Twenty-six.”—Unanimous.

Men’s rule “Twenty-seven.—Amended to read as follows:

“In the event of any difference of opinion as to the intent or application of any rule or rules, the question will be taken up directly by the General Chairman with the General Superintendent, and if necessary by the General Manager. This is not to interfere with the present practice of the individual’s right to make his own complaint.

(Signed) J. E. ATKINSON.

(Signed) WALLACE NESBITT.

*Note*.—In this finding the Board has not dealt with rates of pay for junior men with whom the Company is, therefore, free to deal as in the past, they not being members of the organizations.

(Signed) J. E. ATKINSON.



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*Telegram.*

MONTREAL, QUE., June 15, 1910.

J. E. ATKINSON,  
Editor, Toronto Star,  
TORONTO.

We wholly forgot to state at the close of the finding that it did not refer to junior men with whom the Company were, therefore, free to deal with as before, they not being in the organization. Please do this.

(Signed) WALLACE NESBITT.

## MINORITY REPORT.

The text of the minority report of Mr. J. G. O'Donoghue is as follows:—

I regret that we have not been able to bring the parties together in this matter, and that I have not been able to agree with the majority of the Board as to the rates, &c., that should obtain as between the Canadian Pacific Railway Company and the men concerned.

I see no reason for differentiating between the Canadian Pacific Railway Company and other first-class roads in the eastern part of this continent.

In my view the following rates and rules should be put in force in the Canadian Pacific Railway Company:—

*Article A.*—On runs of 155 miles per day or over, the rates of pay on passenger trains, in steam or electric service will be at the following rates per mile:—

Conductors, 2.68 cents; baggagemen, 1.55 cents; brakemen, 1.50 cents.

*Article B.*—On runs of less than 155 miles per day the minimum allowances for passenger train employés in both steam and electric service for each day used exclusive of overtime shall be:—

Conductors, \$4.20 per day; baggagemen, \$2.75 per day; brakemen, \$2.55 per day.

Regularly assigned passenger train employés, who are ready for service the entire month, and who do not lay off on their own accord, shall receive the following minimum sums, exclusive of overtime, for the calendar month:—

Conductors, \$125; baggagemen, \$75; brakemen, \$70.

*Article C.*—Passenger train employés on short turn-around runs, no single trip of which exceeds 80 miles, including suburban and branch line service and all work incident to such service, shall be paid overtime for all time actually on duty or held for duty in excess of eight hours (computed on each run from the time required to report for duty to end of that run) within twelve consecutive hours, and also for all time in excess of twelve consecutive hours computed continuously from time first required to report to final release at end of last run. All other passenger train employés shall be paid for overtime on the basis of 20 miles per hour, computed from the time required to report for duty until released, and separately for each part of a round trip run.

Overtime in passenger train service shall be computed for each employé on the basis of actual overtime worked or held for duty, and at the following rates:—

Conductors, 42 cents per hour; baggagemen, 25 cents per hour; brakemen, 24 cents per hour.



*Article E.*—Reductions in crews or increases of mileage in passenger train service, from assignments in effect November 1, 1909, shall not be made for the purpose of off-setting the above increases in wages. This, however, is not to be understood as preventing readjustment of runs in short-turn around branch and suburban service, that are paid under minimum rules, for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews.

*Article F.*—Through and irregular freight service to be paid as follows:—

Conductors, \$3.63 per mile; brakemen, \$2.42 per mile.

Runs of 100 miles or less, either straight-away or turn-around, to be paid as 100 miles.

*Article G.*—Local freight, pick-up and drop service to be paid as follows:—

Conductors, 3.97½ cents per mile; brakemen, 2.70 cents per mile.

One hundred miles or less, to be paid for as 100 miles.

*Article H.*—In all freight and mixed train service 100 miles or less, in ten hours or less, shall constitute a day's work. On runs of 100 miles or less, overtime shall be paid for time in excess of ten hours, and on runs of over 100 miles, overtime shall be paid for that time used in excess of the time necessary to complete the trip at an average speed of 10 miles per hour. The working time of men shall begin at the time they are required to report for duty, and do so report, and shall continue until they are relieved from duty at end of run. Overtime shall be computed for each employé on the basis of actual overtime worked, or held for duty, and shall be paid for at the rate of 10 miles per hour for the class of service performed.

*Article I.*—Work, construction, snow plough or wrecking train service to be paid through freight rates, 100 miles or less, ten hours or less, to constitute a day's work; overtime pro rata.

*Article N.*—*Yard Rates.*—At West St. John, Montreal, Ottawa and Toronto, terminals, McAdam, Farnham, Smith's Falls, London, Windsor, and North Bay, yardmen will receive the following rates:—

Day conductors, 37 cents per hour; night conductors, 39 cents per hour; day brakeman, 34 cents per hour; night brakeman, 36 cents per hour.

At all other yards, yardmen will be paid as follows:—

Day conductors, 36 cents per hour; night conductors, 38 cents per hour; day brakemen, 33 cents per hour; night brakemen, 35 cents per hour.

Ten hours or less to constitute a day's work. Overtime computed for each employé on the basis of actual time worked or held for duty pro rata.

In addition to the rules mentioned in the Chairman's report as having been agreed to unanimously, I would add—and as substitutes for these to which only the Chairman and Mr. Nesbitt agree—I would substitute the following:

*Article Four.*—In cases where crews are assigned to runs a portion of which is passenger and the balance mixed or freight, through freight mileage rates will apply for entire service.

*Article Six.*—Passenger trainmen will not be required to do extra work other than their regular trips on their assigned runs except in cases where no other crews are available. When so used they will be paid through freight rates. (This rule covers Articles 6 and 8 of the Company's rules).



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*Article Nineteen.*—Through freight rates will be paid for all time occupied in switching at terminals and turn-around points. The full crew shall be used. This rule shall apply to the making up or setting away of trains.

*Article Twenty.*—Trainmen called for duty and not required will be paid through freight rates, with a minimum of 30 miles, and will stand first out. Trainmen held for duty and not used will be paid for all time or mileage lost.

*Article Twenty-two.*—(a) Trainmen in through freight service will be paid for not less than equivalent to 2,600 miles at through freight rates in any one month. This will not apply to spare men. When necessary to reduce the number of crews it will be done in the order of seniority, commencing with the junior men. This will not prevent crews from making as many miles as they are consistently able to make provided they take the proper rest. The spare brakemen's list will be so regulated that the men can make reasonable average monthly pay.

(b) When trainmen are detained at terminals for any reason after train arrival at the yard limits, for instance; on account of being blocked or facilities not being such that train can be put away without delay; baggagemen being held in their cars on account of baggage delivery being delayed; brakemen held to take the engine to shop track, &c., in all such cases as specified above men will be allowed overtime rate per class of train for all time so detained irrespective of mileage made for the trip. (This also covers the Company's Article 48).

*Article Twenty-three.*—For train service performed in or between yards of terminals trainmen will be paid overtime rates per hour for time occupied.

*Article Twenty-six.*—Time or mileage made in doubling or assisting other trains will be paid for at schedule rates per class of train and such time will not be deducted when computing overtime.

*Article Thirty-five.*—Train crews will not be required to handle way-freight at night or on Sunday. The hours for starting way-freight trains will be from 4 a.m. to 12 noon. Trainmen will not be required to unload way-freight at terminals when way-cars can be placed at shed or on delivery track.

*Article Forty-one.*—Crews will not be required to abandon their vans while en route between terminals or when being moved from one to the next sectional terminal for freight service or when handling colonist or emigrant extras. The intent of the rule will also apply to additional sections of regular trains not handling sleeping or dining cars but handling the class of passengers usually travelling on colonist or emigrant.

*Article Forty-six.*—One brakeman on each train must have at least six months' experience and the same or another man be acquainted with the road over which the train is to be moved. A conductor will not be required to take out an incompetent brakeman.

*Article Fifty-five.*—This schedule of rates and rules for trainmen and yardmen will take effect April 1, 1910, and continue until terminated by thirty days' notice in writing by either side.

I should also add the following rules in addition to those in the majority report:

Trainmen will not be compelled to handle express, and if required to handle mail it will be sorted and placed in car.

Trainmen will not be required to use the telephone or telegraph for the



purpose of receiving or transmitting train orders except in case of wrecks, washouts or snow blockades. All train orders except those that may be required as per above exceptions, will be delivered in the usual way in writing and as per operating rules to the conductor.

All baggage cars in service will be equipped with the chains, extra brasses, wedges, pail of dope, extra knuckles, pins, and extra hose necessary for the safe and proper operation of the train. Car inspectors will see that baggage cars are properly equipped as above before cars leave terminal, but this will not relieve trainmen from knowing that the necessary equipment has been supplied.

Freight trains handling five or more heated cars, seven or more coaches, or three and five combined, between the months of November and March, will be allotted a man to attend to the heaters, who will be held accountable for regulating the temperature of the cars.

The same increases as given in freight service shall be given in mixed and all other freight service. In all classes of freight, mixed, helper or other freight service not over ten hours will be required for a day's work. Overtime after ten hours pro rata rates.

The adoption of the foregoing rates and rules shall not operate to reduce rates or allowances now existing in passenger, freight, yard, mixed, work train or other service.

*Yard Service.*—I would substitute the following for Articles, A, C, D, H, and J, of the majority report:—

*A.*—Articles 14, 15, 27, 29, 37, 42, 43, 47, 50 in trainmen's schedule will apply to yardmen. Article 55 as recommended by me shall also apply.

*C.*—Where conditions will permit, the established time for day and night yardmen to start work shall be 7 a.m. and 7 p.m., respectively. Yardmen started at other times than between 6 a.m. and 8 a.m. will be paid night rates.

*D.*—Yardmen shall be allowed one hour for meals between the hours of 11.30 a.m. and 1 p.m., and between the hours of 11.30 p.m. and 1 a.m., but if required to work the meal hour or any part thereof they shall be paid for the hour in addition to the minimum day and be allowed thirty minutes under pay for meal. Yardmen will not be required to work longer than six hours without being allowed thirty minutes for lunch.

*H.*—Regular or spare yardmen required to act as switchmen or switch tenders will be paid yardmen's rates and no man entrusted with the care of switches over which trains or cars are moved will be paid less than 20 cents per hour.

*J.*—Yardmen will not be required to couple or uncouple hose bags in yards where carmen are employed.

And I would make the following additions:—

Yardmen deadheading on freight or passenger trains will be paid for such service at full rates for the class in which they are regularly engaged.

Yardmen who have worked one trick or more will not be required to continue on duty or accept further duty during the rest period. The men will be judges of their own condition and as to their ability to accept further service.

Yardmen will not be required to work with engines not properly equipped with automatic couplers, grab iron and foot boards on both ends or with engines



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from which the steam is leaking or blowing so that it interferes with the exchange of signals.

When for any reason the time claimed by time slip is not allowed, or if the time slips are not made out correctly, they will be promptly returned and the reasons given therefor.

A yard crew shall consist of not less than one foreman and two helpers.

This schedule of rates and rules for yard service will take effect April 1, 1910, and continue until terminated by thirty days' notice in writing from either party.

The above schedules for trainmen and yardmen shall apply to the Kingston and Pembroke Railway.

(Signed) J. G. O'DONOGHUE

Toronto, June 21, 1910.



**IV. APPLICATION FROM CONDUCTORS, BAGGAGEMEN, BRAKEMEN AND YARDMEN EMPLOYED BY THE GRAND TRUNK RAILWAY COMPANY.—BOARD ESTABLISHED.—EMPLOYEES CEASED WORK.—AGREEMENT SUBSEQUENTLY CONCLUDED THROUGH GOVERNMENT INTERVENTION.**

Application received—March 17, 1910.

Parties concerned—The Grand Trunk Railway Company and its conductors, baggagemen, brakemen and yardmen.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—3,017.

Date of constitution of Board—April 6, 1910.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue Toronto, Ont., appointed on the recommendation of the employés.

Reports received—June 22, 1910.

Result of inquiry—Report of Board not being acceptable to employés concerned, a strike was declared on July 18, which continued until August 2, when a settlement was reached through Government intervention.

The Minister of Labour received on June 22, the report of the Board of Conciliation and Investigation, to which had been referred certain differences between the Grand Trunk Railway Company and its conductors, baggagemen, brakemen and yardmen, members of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, respectively; also a minority report in this matter bearing the signature of Mr. Wallace Nesbitt, K.C., of Toronto, one of the members of the Board.

In this case copies of the report and minority report were at once communicated to the Company and employés concerned, upon which negotiations for a settlement were renewed between the parties in Montreal. As the result of failure to arrive at a mutually satisfactory conclusion, a strike was declared on July 18, which continued until August 2 following, when a settlement was concluded as a result of Government intervention, by which the employés concerned resumed work on that date.

The difference in question grew out of a demand on the part of the employés for a new schedule of agreement providing for increased compensation and improved conditions of employment. The schedule of wages and hours, as proposed by the employés, was understood to correspond to demands made by these classes of employés upon the Canadian Pacific Railway Company, the Toronto, Hamilton and Buffalo Railway Company, and the branch railways in the eastern United



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States for the establishment of what were commonly referred to in the negotiations as uniform standard rates. The number of employés affected in this dispute was given, in the application, as 3,017. The Board was one of three established to adjust differences with railway companies in Canada, the other Boards established being in the cases of the Canadian Pacific Railway Company and the Toronto Hamilton and Buffalo Railway Company, respectively.

The Board in this case was composed of Mr. J. E. Atkinson, of Toronto, Ont., Chairman, who was appointed by the Minister, in the absence of any recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., of Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, of Toronto, Ont., appointed on the recommendation of the employés. The Board assembled in Montreal, on May 25, where a number of witnesses were heard, and continued its sittings in Toronto, where its work was concluded on June 21.

The Company was represented during the hearings by Mr. E. H. Fitzhugh, First Vice-President, and Mr. W. G. Brownlee, General Transportation Manager. The employés were represented by Mr. S. N. Berry, of Toronto, Ont., Vice-President, the Order of Railway Conductors, and Mr. James Murdock, of Toronto, Ont., Vice-President, the Brotherhood of Railroad Trainmen, and the General Chairman.

The report of the Board as presented to the Minister, bore the signatures of Mr. J. E. Atkinson, of Toronto, Ont., Chairman, and Mr. J. G. O'Donoghue, of Toronto, Ont.

In its report the Board—a majority thereof—expressed the opinion “that the men are justified in asking that roads in the same territory should standardize their rates of pay and their rules in so far as they may deal with like general conditions of service.

“To enable the standardization of rates of pay on the Grand Trunk Railway to be carried out, the Board recommends that the Company should extend its adoption of the mileage basis of pay to cover not only its through freight service, as in the past, but also (1) its passenger services (except for such a list of specified runs as may be agreed upon between the Company and its employés); (2) its way-freight service; and (3) its mixed and all other train services. Also that whatever rates of pay may be adopted should be applied to all divisions of the railway in the eastern territory.

“The Board believes that the rates of pay upon the Grand Trunk Railway Company should be brought up to the standard paid on roads in the same territory. But inasmuch as to do this at once would place upon the Company a heavy increase of its wage list, the Board recommends that standardization should be reached by two increases. It is the opinion of the Board that the first increase should be made to take effect May 1, 1910. Regarding the date of the second increase the Chairman and Mr. O'Donoghue do not agree. Mr. O'Donoghue's opinion is that the men and the Company should meet together to arrange a date when the completion of the standardization of rates should take effect. The Chairman, however, would give to the Company a longer time in which to complete the standardization than Mr. O'Donoghue thinks would be either fair to the men or necessary for the Company.”



The Board appended to its report a schedule of rates of pay which it believed would afford to the employés concerned a substantial part of the difference between present rates and the standard rates which had been demanded, "and by so doing will constitute a measure of justice to the men". The Board also included in its report its recommendations in respect of the rules which should obtain between the Grand Trunk Railway Company and its employés in train and yard service.

In his minority report, Mr. Wallace Nesbitt observed that there seemed to be no possibility of conciliation in this matter, as the parties were absolutely apart on principle. In his view, the only remedy was for the parties concerned to submit their differences to some person whose decision would govern, or to three parties, the majority to govern. Continuing, Mr. Nesbitt said: "The men frankly stated when they made their demand for the standardization for rates of pay, that it embraced some forty-five roads. The rate of pay was determined on by the Eastern Association, having, as I understand, its headquarters at Chicago, and claims the same rate of pay from the Grand Trunk Railway Company as from any of the great trunk lines in the United States, some of which have over five times the gross earnings per mile from operation as that of the Grand Trunk Railway Company, and owing to better grades, curves, &c., have about one-half the cost per ton per mile as the Grand Trunk Railway Company." Mr. Nesbitt also dealt with the employés' demand that railways should adopt the same basis of payment, namely, payment by the mile, whether for passenger, through freight, or way-freight service. In this respect, Mr. Nesbitt was of opinion that the system of fixed runs prevailing on the Grand Trunk Railway Company was preferable. As regards the remuneration of the Company's employés in train and yard service, Mr. Nesbitt proposed that an increase of fifteen per cent. should be made in the present rates of pay all over the system. In conclusion, Mr. Nesbitt said, "The claim made by the men that no option is left to them but to obey the orders received from Chicago to demand precisely the same rate of wages all over the Grand Trunk Railway Company as is paid by the eastern roads of the United States, would mean that the road could not operate, and would mean just so many men who are now getting employment not getting employment. It is no part of my business, sitting on this Board, to discuss public questions, but, in meeting after meeting, the spokesman for the men has stated that there was no use of the Board attempting to conciliate; the men would not abate one jot or tittle of their demands; that when they first made the claim they made it under instructions from Chicago, and I merely draw attention to the fact to suggest that this is a situation as if the railways of France had to take orders from Berlin as to their methods and cost of operation. Put in that light, it seems like a national danger, but that seems to be the situation in this country at the present time."

Upon receipt, on June 22, of the report and minority report in this matter, copies were immediately forwarded to the employing Company and the employés concerned. Negotiations were thereupon resumed between the management and a committee of employés, extending up till July 18. No settlement was, however, reached of the matters in dispute and a strike was declared on July 18 of the employés in train and yard service on the Grand Trunk and Central Vermont



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systems in Canada and in the United States. About 2,500 conductors, baggagemen, brakemen and yardmen were affected on the lines in Canada and about 1,500 on the lines in the United States. The strike affected also 2,500 employés of the Wabash Railroad Company in Canada in train and yard service. During the continuance of the strike the Department of Labour continued its efforts to secure an adjustment of the matters in dispute, and in compliance with a request of the employés' representative the Minister of Labour proceeded to Montreal on July 28 for the purpose of lending the good offices of the Government to bring about a settlement of the strike, being joined there by the Minister of Militia and Defence. On July 29, 30 and 31 the Ministers continued their efforts to effect, if possible, an agreement; the Minister of Militia leaving for Nova Scotia on the evening of July 31. The Minister of Labour continued on the day following in conference with the parties concerned, and upon his return to Ottawa, on August 2, announced the terms of a settlement, which had been arrived at on all points at issue, and which was signed by Mr. Chas. M. Hays, President, on behalf of the Grand Trunk Railway System, and by various officers and committeemen of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, on behalf of the employés concerned.

## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter, is as follows:—

The Board composed of the Hon. Wallace Nesbitt, K.C., Mr. J. G. O'Donoghue, and Mr. J. E. Atkinson, Chairman, met on the twenty-fifth day of May, 1910, at ten o'clock, in Montreal, and having taken the oath of office, proceeded with the reference. On behalf of the trainmen there were present Mr. S. N. Berry, Toronto, Vice-President, The Order of Railway Conductors, and Mr. James Murdock, Toronto, Vice-President The Brotherhood of Railroad Trainmen, and the General Chairman. The representatives of the Company were Mr. E. H. Fitzhugh, first Vice-President, and Mr. W. G. Brownlee, General Transportation Manager. The sittings of the Board were continued in Montreal and afterwards in Toronto, and were concluded on the twenty-first day of June.

The following is the finding of the Board:—

The Board—a majority thereof—is of the opinion that the men are justified in asking that roads in the same territory should standardize their rates of pay and their rules also so far as they may deal with like general conditions of service.

To enable the standardization of rates of pay on the Grand Trunk Railway to be carried out the Board recommends that the Company should extend its adoption of the mileage basis of pay to cover not only its through freight service as in the past, but also (1) Its passenger services (except for such a list of specified runs as may be agreed upon between the Company and its employés), (2) Its way freight service, and (3) Its mixed and all other train services. Also that whatever rates of pay may be adopted should be applied to all divisions of the railway in the Eastern territory.

The Board believes that the rates of pay upon the Grand Trunk should be brought up to the standard paid on roads in the same territory. But inasmuch



as to do this at once would place upon the Company a heavy increase of its wage list, the Board recommends that standardization should be reached by two increases. It is the opinion of the Board that the first increase should be made to take effect May 1, 1910. Regarding the date of the second increase, the Chairman and Mr. O'Donoghue do not agree. Mr. O'Donoghue's opinion is that the men and the Company should meet together to arrange a date when the completion of the standardization of rates should take effect. The Chairman, however, would give to the Company a longer time in which to complete the standardization than Mr. O'Donoghue thinks would be either fair to the men or necessary for the Company.

The Board, from the information presented, believes that the adoption of the following rates of pay will give to the employés of the road a substantial part of the difference between present rates and the standard, and by so doing will constitute a measure of justice to the men:—

#### RATES OF PAY.

A. Passenger train service, both steam and electric, not otherwise herein specified:

Conductors, 2.458 cents per mile; baggagemen, 1.408 cents per mile; brakemen, 1.361 cents per mile.

Exceptions if any to be specified by the Company and to be agreed upon between the employés and the Company in a way consistent and in harmony with the increases herein given.

B. Minimum allowances for passenger service both steam and electric;

Conductors, \$3.81 per day; baggagemen, 2.18 per day; brakemen \$2.11 per day.

Exclusive of overtime. Regular assigned passenger train employés who are ready for service the entire month and who do not lay off of their own accord shall receive the following minimum sums exclusive of overtime for the calendar month:

Conductors, \$101; baggagemen, \$58; brakemen, \$56.

C. Passenger train employés on short turn around runs no single trip of which exceeds 80 miles including suburban and branch line service, and all work incident to such service, shall be paid overtime for all time actually on duty or held for duty in excess of eight hours (computed on each run from the time required to report for duty to the end of that run) within twelve consecutive hours; and also for all time in excess of twelve consecutive hours computed continuously from time first required to report to final release at end of last run. All other passenger train employés shall be paid for overtime on the basis of—(see note below)—miles per hour, to be computed from the time the men are required to report for duty until released, and separately for each part of a round trip run.

Overtime in passenger train service shall be computed for each employé on the basis of actual overtime worked or held for duty and at the following rates:—Conductors, 38 cents per hour, baggagemen, 22 cents per hour, and brakemen, 21 cents per hour.

(NOTE.—With reference to article C there is a difference of opinion between the Chairman and Mr. O'Donoghue. The former would insert 15 miles as the speed basis, and the latter 20 miles.)



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*D.* Through freight, mixed, and all other trains including work, construction and wreck train service, to be paid as follows: Conductors, 3.36 cents per mile; brakemen, 2.225 cents per mile; runs of 100 miles or less, either straight-away or turn-around, to be paid for as 100 miles, but the representatives of the Company and of the employés may agree upon certain instances in which an individual employé or a crew not having made 100 miles may make two or more short runs in continuous service without being entitled to 100 miles allowance for each such trip.

*E.* Way-freight service to be paid as follows:—

Conductors, 3.687 cents per mile; brakemen, 2.487 cents per mile; 100 miles or less to be paid for in addition pro rata; ten hours or less to constitute a day. Where regularly assigned crews working less than the calendar working days of the month are employed, they will be guaranteed not less than 100 miles for each calendar working day.

*F.* In all freight, mixed, work, construction and wreck train service 100 miles or less, ten hours or less, to constitute a day's work; on runs of 100 miles or less overtime after ten hours. On runs of over 100 miles, overtime will be paid on a basis of speed of 10 miles per hour. The working time of men to begin at time required to report for duty, and do so report, and to continue until registered in at the end of the trip. Overtime to be paid for at the rate of 10 miles per hour for class of service performed. Less than thirty minutes not to count, thirty minutes or over to be paid for as one hour.

*G.* Reductions in crews or increases in mileage in passenger service from assignments in effect November 1, 1909, will not be made for the purpose of offsetting these increases in wages. This, however, is not to be understood as preventing readjustment of runs in short turn-around and suburban services that are paid under minimum rules, for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules without reducing the number of crews.

*H.* Rules governing special or incidental services not provided for herein shall be arranged between the officers of the Company and the representatives of the employés upon a basis consistent and in harmony with the rates and rules herein awarded.

## RULES.

1. When mixed or through freight trains handle way freight at five or more stations, pick up or set out (a car or cars) at five or more stations, or make twelve or more switches en route, way freight rates will be paid for the trip.

2. Rates for passenger and mixed trains include making up and setting away trains at terminals where yardmen are not on duty, provided monthly mileage not exceeded.

Points on current time-table where one or more trains end are terminal points for such trains. The meaning of Terminal in this article is understood to be the regular points between which crews regularly run; for instance, the terminal from which a branch line projects would be the terminal for the branch, but not necessarily for the section from which the branch line springs.



Overtime will not be allowed for lay over at home terminals. This not to conflict with article *C* above.

3. Constructive mileage will be allowed freight trains as follows:—

Between Brockville and Belleville 100 miles.

Between Richmond and Point Lévis, 100 miles.

Between Mimico and Fort Erie, 100 miles.

4. Crews assigned to mixed train runs or to runs a portion of which is passenger and the balance mixed or freight or both will be paid mileage rate for each class of train with a minimum of 3,000 miles per month at mixed train rate.—(Mr. O'Donoghue would insert Men's Rule.)

5. Freight trainmen running passenger trains will be paid through freight rates, except when relieving regular passenger trainmen, when they will be paid the passenger rates of the men relieved.

6. Passenger trainmen making extra mileage on other than their assigned runs will be paid through freight rates, except when turned between section terminal points, in which case they will be paid their passenger rates.—(Mr. O'Donoghue would insert Men's Rule.)

7. (a) Mileage will be paid for when trainmen are run more than one mile off main line.

(b) Track mileage will be paid for plowing or flanging sidings.

8. Crews making less than equivalent to minimum mileage on assigned runs may be used in the same class of service on their own sections to the extent of making up to such mileage. Crews making minimum mileage will not be compelled to do extra running except as provided for in Rule 6.—(Mr. O'Donoghue would insert Men's Rule.)

9. Trainmen held on trains laid up between terminals will be paid actual mileage made and overtime rate per hour for the first ten hours, with a maximum of 100 miles for each twenty-four hours so held.—(Mr. O'Donoghue would insert Men's Rule.)

10. Trainmen while assigned to work train service will be paid 10 miles per hour from hour ordered until laid up, less time taken for meals, with a minimum of ten hours for each working day, exclusive of overtime previously earned.

11. When work trains run 40 miles or more to or from working limits, through freight rates will be paid for such mileage, and work train rates while at work.

12. Trainmen on wrecking trains will be paid mileage to and from working limits and work train rates while at work.

13. Trainmen will be paid for work or wreck train service en route when the time occupied at such work exceeds one hour, and the time so paid will not be included in computing overtime.

14. Trainmen deadheading will be paid same mileage and rate as the corresponding men on trains on which they travel. Trainmen running with light engine or engine and caboose will be paid full through freight rates.

15. Trainmen travelling passenger will be paid same rate as corresponding men on trains on which they travel except when transferred from one general division to another and distances over 200 miles, when they will be paid one half passenger rates for all mileage over 200.



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16. Trainmen acting as pilots will be paid conductor's through freight rate. When a pilot, as defined in operating rules, is required, a competent man will be supplied in addition to the regular crew. A man unfamiliar with the physical characteristics of the road will not be required to go.

17. When trainmen come on duty and are not required they will be paid through freight rates, with a minimum of 30 miles, and will stand first out. Trainmen held for duty and not used, and their vans have been sent out, will be paid for not less than 100 miles.—(Mr. O'Donoghue would insert Men's Rule.)

18. When unassigned crews are available and are run around at terminals they will be paid 50 miles for each run around and stand first out; run around as above will not be considered to exist if crews are called in turn and go out on the train ordered for.

19. Trainmen held at terminal point for train service after train has been registered in, will be paid at overtime rates for time so held.—(Mr. O'Donoghue would substitute Men's Rule.)

20. For train service performed in or between yards at terminals trainmen will be paid overtime rates per hour.—(Mr. O'Donoghue would substitute Men's Rule.)

21. Time or mileage made doubling or assisting other trains will be paid for at through freight rates.—(Mr. O'Donoghue would substitute Men's Rule.)

22. Trainmen while shovelling coal for tenders en route will be paid 30 cents per hour and this time will not be deducted in computing overtime. Trainmen will not be required to do this work when sectionmen are available.

23. Trainmen attending court, coroner's inquest or other legal case for the Company, shall receive one day's pay for each twenty-four hours and, if away from home, reasonable expenses in addition. The court, witness and mileage fees shall be assigned to the Company.

24. Brakemen relieving yardmen will be paid yardmen's rates.

25. Trainmen will not be compelled to ride in snow-plows or flanger, but will be supplied with van or other suitable car properly equipped.

26. Trainmen assigned to work train service will not be considered absent from time work is through Saturday night until starting hour Monday, unless notified before laid up Saturday that they will be required.

Trainmen will be allowed to go home Sundays if train service permits and absence will not interfere with work service.

27. Unless senior conductors desire otherwise, junior conductors, if competent, will be assigned to work train service.

28. When a number of crews are deadheaded, the crew which stands first out shall run the train and the other crews deadheaded shall stand in the order in which they started. In case one of the crews is required between terminals the last crew out shall be held. Returning, these crews will come out of terminals in the order in which their cabooses arrived, regardless of the order of the conductors.

29. The Company will arrange their way-freight service to avoid the handling of shed freight at night and on Sundays. Trains leaving terminals between four o'clock a.m., and noon will not be considered night trains.—(Mr. O'Donoghue would substitute Men's Rule.)



30. NOTE.—The Board recommends the adoption of a rule similar to rule nineteen of the schedule of rules of the Canadian Pacific Railway, Central and Western Divisions, in effect April 1, 1907, in so far as that rule is applicable to this road with a list of exceptions to be arranged between the Company and its employés.

31. Trainmen will be advised with the reason, and without unreasonable delay, if mileage or time claimed is not allowed.

32. Trainmen assigned to regular runs will not be considered absent from duty after arrival at terminals, but if called for service will be given their turn out with unassigned crews. Trainmen on regular runs will be allowed to go home Sundays provided the train service they are employed on permits.

33. Through freight crews will be run first in first out of terminal points on their respective sections.

34. When unassigned crews are held at other than their home terminals, longer than eighteen hours exclusive of Sundays, without being called for duty, they will be paid schedule through freight rates for each hour thereafter, time to be computed from the time crews go off duty until one hour before the departure of the train on which they resume duty. When men book rest of their own accord, the time booked will not be included.

35. Employés leaving the service of the Company for any cause will be given a service letter stating time of service.

36. If a trainman be taken off his run for any cause, he shall be given a hearing, at which time he shall have the right to have another trainman of his own selection appear and speak for him, and shall have the right to appeal from the decision of the local to the general officers of the Company. Should no decision be rendered within fifteen days, he shall receive his regular pay until the decision is arrived at. The accused party, if he so desires, shall be allowed to see all evidence produced against him.

37. Freight crews to be called, as nearly as possible, two hours before trains are ordered to leave. Trainmen to sign book showing time called.

38. One brakeman on each freight or work train and one brakeman or baggageman on each passenger train must have, at least, six months' experience, and the same or another man be acquainted with the run. The conductor will not be required to take out an incompetent brakeman.—(Mr. O'Donoghue would substitute Men's Rule.)

39. Trainmen who have been on duty twelve hours or more will not be called again if they have booked rest on arrival, the men to be judges of their own condition, and not less than six hours rest to be booked at any terminal except in extreme cases.

40. The number of crews shall be as far as possible adjusted in order that unassigned through freight crews in the service three years or more shall have an opportunity to make at least 2,600 miles, per month.—(Mr. O'Donoghue would substitute Men's Rule.)

41. When the business of the Company requires temporary transfer of men from one district or division to another, the competent junior men in the service shall be transferred, and hold their seniority in the districts to which they belong.



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42. Superintendents will prepare separate seniority lists for each promotion district or territory, and will have them posted on the first day of January in each year. Said list will be posted in conspicuous places at all terminal registering points and employes whose standing is incorrectly shown must protest in writing within the life of each seniority list or no action will thereafter be taken.

43. Promotion in each promotion district or territory will be made according to the seniority of men in that district or territory, and will be governed by merit, fitness and ability. Men not promoted in their turn will be advised the reason. The promotion of conductors will be to any run in either freight, mixed or passenger service to which their seniority as a conductor entitles them, and in the event of a conductor refusing to accept any particular run to which he is entitled, he will lose his rights to that run until it again becomes vacant, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. In the event of a reduction of crews the junior men will be reduced.

Senior freight brakemen will be required to pass their examination as conductor in turn. Brakemen refusing promotion to conductors, or failing to qualify within thirty days of day set for their examination, will, subject to the approval of the Superintendent, thereafter rank junior as conductor to the men promoted in their place.

The promotion of passenger brakemen shall be to the passenger baggagemen, or to any run in passenger service to which their seniority as brakemen or baggagemen entitles them.

Promotion for freight brakemen will be to any run in either freight or mixed service to which their seniority as brakemen entitles them, and in the event of a brakeman refusing to accept any particular run that his seniority entitles him to, he will lose his rights to that run until it becomes vacant, but will otherwise retain his seniority standing. Permanent vacancies, or new runs created, will be bulletined for ten days, and given to the senior qualified man applying therefor. In the event of a reduction in staff, the junior men will be reduced. Where the promotion to any mixed run has been made from the passenger service previous to the existing schedule, the men will remain on such run and take their promotion to passenger service, but in the event of any vacancy occurring on those runs in future, it will be filled from the freight service. Runs changed under the present schedule from freight to passenger promotion will be placed back in the class to which they belong.

Brakemen have no seniority standing during the first six months' service. They will then rank as brakemen from date entering service.

Promotion to runs extending over more than one division will be divided and assigned between such divisions as nearly as possible on a mileage basis.

In the event of a transfer of existing lines from one General Superintendent's division to another, trainmen affected will have the choice of being transferred according to seniority. The men transferred will rank with those in the promotion district to which they transfer according to the dates from which they rank as conductor, baggageman or brakemen respectively, but no man will be reduced unless the number of crews employed is reduced.



44. At terminals where car inspectors are employed, they shall couple and uncouple hose and test air brakes, but this does not relieve train crews from seeing that their train is in proper condition.

45. Trainmen will not be held responsible for refrigerator cars in their trains found to contain freight when such cars are billed as empty from stations having a station staff.

46. Any question of interpretation of this schedule which may arise will be adjusted by the General Chairman with the General Superintendent, and then if necessary with the General Manager. But this is not to interfere with the present practice of the individual's right to make his own complaint.

47. This schedule of rules and rates for trainmen and yardmen will take effect May 1, 1910, and continue until terminated by thirty days' notice in writing.

RATES OF PAY.

YARD SERVICE.

EAST OF DETROIT AND ST. CLAIR RIVERS.

	Foreman, per hour.	Helper, per hour.
Portland, Montreal Terminals, Toronto Terminals, Hamilton. London, Sarnia Tunnel, Stratford, Windsor, Niagara Falls, Fort Erie, Ottawa.....	\$ .34	\$ .30
Island Pond, Richmond, Brockville, Belleville, Allandale, Palmerston, St. Thomas, Coteau Junction, Depot Har- bour.....	.33	.29
All other yards.....	.31	.27
Night rate 2 cents an hour additional.		

NOTE.—So far as “All other yards” are concerned Mr. O’Donoghue would make the rates of pay 32 cents and 28 cents.

WEST OF DETROIT AND ST. CLAIR RIVERS.

	Foreman, per hour.	Helper, per hour.
Detroit.....	\$ .35	\$ .31
Port Huron, Durand, Battle Creek and Nichels.....	\$ .34	\$ .30
All other yards.....	.32	.28
Night rate 2 cents an hour additional.		

NOTE.—So far as “all other yards” are concerned Mr. O’Donoghue would make the rates of pay 33 cents and 29 cents.

RULES.

1. Rules 14, 15, 23, 31, 35, 36, 39, 42, 47 and 48 in trainmen’s schedule will apply to yardmen.

2. Ten hours will constitute a day’s work; five hours or less a half day; over five hours a full day. After ten hours, overtime will be paid at schedule rates per hour. Less than thirty-five minutes will not be counted. For thirty-five minutes or over, one hour will be allowed.



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3. Crews will be allowed one hour in which to take their meals between the fifth and seventh hours on duty. If only thirty minutes are given the men will be paid for the meal hour.

4. The promotion of yardmen in their respective yards will be according to seniority of the men in that yard, and will be governed by merit, fitness and ability. Men not promoted in their turn will be advised of the reason. Any yardman failing to qualify for, or refusing promotion will, subject to the approval of the Superintendent, thereafter rank junior to the man promoted in his place for that position only, but will otherwise retain his seniority standing. Permanant vacancies or new jobs created will be advertised for ten days and given to the senior qualified man applying therefor. In the appointment of yardmasters or assistant yardmasters the oldest qualified yardman will be considered.

In the event of a yard being abolished, the men in such yard will be assimilated with the men in other yards on the Superintendent's district, ranking according to seniority from the time of entering the service. When a new yard is created yardmen on the Superintendent's district will be given preference to positions in that yard in accordance with seniority in their respective classes.

5. Yardmen will not be required to go outside of yard terminals except for switching service and yard crews whose work takes them outside of a switching terminal will receive yardmen's rates.

6. Yardmen required to do other than their regular work during regular hours will be paid regular yard rates.—(Mr. O'Donoghue would substitute Men's Rule.)

7. Yardmen working nights will not be called during the day for the purpose of investigation until they have had, at least, eight hours rest.

8. Yardmen will not be compelled to couple or uncouple hose bags on passenger cars in yards where carmen are available.—(Mr. O'Donoghue would substitute Men's Rule.)

9. Unassigned yardmen called for duty and not used will be paid for three hours and stand first out.

10. Yard crews in transfer service will be furnished with a properly equipped van or caboose.

11. The working time of yardmen will commence at the time required to report for duty, and will continue until they are relieved from duty at the end of the day's work, excepting the time taken for meals. Yardmen will be relieved in the yard where they commence work.

12. Yardmen will not be required to handle way-freight or act as weighmasters in weighing cars where sufficient shed staff is employed or where weighmasters are employed.

13. A bulletin will be kept in each yard office where two or more crews are employed, on which assigned yardmen and extra yardmen will be registered.

14. In filling vacancies or positions as switch tenders, preference will be given to yardmen disabled in the service of the Company, whose disabilities are not such as to unfit them for the service.



15. No privilege heretofore enjoyed by yardmen shall be abrogated by reason of this agreement.

NOTE: Mr. O'Donoghue would add Men's Rules, 3, 7, and 10 to Yard rules.

NOTE: *Re* Trainmen's Schedule. Mr. O'Donoghue would add the rules on page six of his minority report in the Canadian Pacific Railway case.

(Signed) J. G. O'DONOGHUE,  
J. E. ATKINSON.

#### MINORITY REPORT.

The text of the minority report of Mr. Wallace Nesbitt, K.C., is as follows:—

In this matter there seems to be no possibility of conciliation. The parties are absolutely apart on principle and both present their case with clearness. In my view the only remedy is for the parties to submit their differences to some person whose decision will govern, or to three parties, the majority to govern. The men frankly stated when they made their demand for the standardization for rates of pay that it embraced some fifty-five roads. The rate of pay was determined on by the Eastern Association, having, as I understand, its headquarters at Chicago, and claims the same rate of pay from the Grand Trunk Railway as from any of the great trunk lines in the United States, some of which have over five times the gross earnings per mile from operation as that of the Grand Trunk, and owing to better grades, curves, etc., have about one-half the cost per ton per mile as the Grand Trunk.

The men also demand that the roads shall adopt the same basis of payment, that is, payment by the mile, whether it is in passenger, or through freight or way-freight service.

The original instructions from the Executive Committee contained the statement: "If a compromise proposition is offered by the Company, no settlement should be made by any Committee unless authorized by the grand officers"; which I think properly describes the attitude throughout in this matter. In other words, hitherto although the men belonged to an international organization, each body of employes through their proper committees, as I understand, had authority to deal with the Company to settle the rate of pay for the employment and the rules which should govern the employment. In this case the authorities at Chicago have insisted upon themselves dealing with the matter.

The Grand Trunk officers say that payment by the mile in passenger, mixed and way-freight service adopted on their system would be quite unworkable, as many of the small side lines necessarily have little mileage during the month, as compared with the mileage made on the long runs over the double track system. The Grand Trunk system has been operated for a great many years by what are called "specified runs," that is, the men are getting so much per month. They know precisely what the wage is and precisely what their work is. Under the other system a man's earnings per month are dependent entirely upon what work he gets to do, and some of the work that he performs he performs much more easily and quickly than on other parts of the system, and if you pay so much per mile quite irrespective of whether a man can make a run quickly and easily, or slowly and with difficulty, it seems to me that a great injustice is likely to result.



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In the case of fixed runs between definite points, involving a definite number of hours per day and days per week, my personal view is that a fixed monthly wage is the fair and proper way of dealing with it. However, it is the method under which the road has been operated for nearly fifty years, and, so far as I know, without any real ground of complaint, and if I were one of the men myself I should much prefer to know what my wage was as a definite, fixed thing per month, so that I could gauge my finances accordingly, than to have it an uncertain and variable quantity, dependent upon the number of miles that I run, &c., &c.

After hearing all the evidence and the discussions pro and con, my view would be to add to the present rates of pay, all over the system, so far as the trainmen are concerned, fifteen per cent. This gives in a number of instances over \$120 per month to a conductor, and I do not know of an instance where a conductor would get less than \$80 per month, even in out-of-the-way branch lines, where there is very little business and where there is very little traffic, and I am satisfied that his yearly income would be a good deal larger than ninety-five per cent. of the community in which he is serving.

In the case of through freight, I would increase the rate which is now 2.90 to 3.20 a mile; in other words an advance of 30 cents per 100 miles for conductors.

I would make the same relative increase to baggagemen and brakemen as I have suggested in the case of conductors.

In the case of yardmen, I would make the same proportionate relative increases of fifteen per cent. as in the case of specified runs.

The rules which now prevail upon the Grand Trunk are said by all parties to be well and fairly administered and no grievances under them were pointed out, but it was claimed by the men that they ought to have their duties more clearly defined by rule. I have over and over again expressed my view that multiplicity of rules leads to inefficiency in service. It is the modern craze for continually tinkering with statutes and passing laws. If the service is well administered and no hardships are complained of, the fewer rules, to my mind, the better. I think they only serve to create grievances, and for a certain type of mind to study them over and to find something justifying refusal to perform his ordinary work, or at least to argue about whether it is his work or some other person's in the employment.

The claim made by the men that no option is left to them but to obey the orders received from Chicago to demand precisely the same rate of wages all over the Grand Trunk as is paid by the eastern roads of the United States, would mean that the road could not operate, and would mean just so many men who are now getting employment not getting employment.

It is no part of my business, sitting on this Board, to discuss public questions, but in meeting after meeting, the spokesman for the men has stated that there was no use of the Board attempting to conciliate; the men would not abate one jot or tittle of their demands; that when they first made the claim they made it under instructions from Chicago, and I merely draw attention to the fact to suggest that this is a situation as if the railways of France had to take orders from Berlin as to their methods and cost of operation. Put in that light, it seems like a national danger, but that seems to be the situation in this country at the present time.

(Signed) WALLACE NESBITT.



**VI. APPLICATION FROM TELEGRAPH AND STATION AGENTS EMPLOYED BY THE GRAND TRUNK PACIFIC RAILWAY COMPANY.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—NO CESSATION OF WORK OCCURRED.**

Application received—March 19, 1910.

Parties concerned—The Grand Trunk Pacific Railway Company and its telegraphers and station agents.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—75.

Date of constitution of Board—April 22, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Donald Ross, Barrie, Ont., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Report received—July 7, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute. No cessation of work occurred.

The Minister of Labour received, on July 7, the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Grand Trunk Pacific Railway Company and its telegraphers and station agents, members of the Order of Railroad Telegraphers.

In the application for the establishment of this Board it was stated that the dispute related to the refusal of the Company to adopt a schedule of rules and rates of pay submitted by the employés, on the ground that train despatchers should not be included in the same schedule with telegraphers. The number of employés concerned in this dispute was estimated at seventy-five.

The Board which was appointed to investigate this dispute was composed as follows: Mr. Donald Ross, Barrie, Ont., member appointed by the Minister in the absence of any recommendation from the employing Company; Mr. W. T. J. Lee, Toronto, Ont., member appointed on the recommendation of the employés; and His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed on the joint recommendation of the foregoing members of the Board.

The Board met on May 2 and concluded its work of investigation on June 23. During this time sittings were held at Winnipeg, Man., Toronto, Ont., Barrie, Ont., and Brampton, Ont.

The report of the Board was signed by the three members, all points on which the members failed to agree having been noted therein. The Chairman and Mr. W. T. J. Lee, member appointed on the recommendation of the employés con-



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cerned, favoured the contentions of the men; Mr. Donald Ross, member appointed on behalf of the Company, in some instances, supporting the claims of the Company. A schedule of rules and rates of pay was submitted, which the Board recommended should go into effect and become effective from and after May 1, 1910.

A communication was received in the Department on July 14, stating that the report of the Board would be accepted by the employés as a basis of settlement of the dispute. The Department was advised on July 14, that the Company found it impossible to accept the Board's findings for the reason that the latter had coupled train despatchers with telegraphers, which the Company submitted was contrary to the rules of the Grand Trunk Pacific Railway Company, contrary to good management and dangerous to the public. No cessation of work occurred on the part of the employés affected.

## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

TO THE HON. W. L. MACKENZIE KING,  
Minister of Labour,  
OTTAWA.

In the matter of a dispute between the Grand Trunk Pacific Railway Company and the International Order of Railroad Telegraphers.

The Board of Conciliation appointed under the Act in this matter has the honour to report as follows:—

The Board met at Winnipeg on May 2, and took evidence, concluding its sittings there on May 10, when it adjourned to meet at the City of Toronto, May 23, and also met at the Town of Barrie on May 29, and at the Town of Brampton on June 6, and at the City of Toronto on June 10, 17 and 23. The members of the Board have been able to agree upon the large majority of the Articles of the following schedule presented by the International Order of Telegraphers as amended, and as so amended will read as follows:—

The following Rules and Rates of Pay will govern the employés of the Grand Trunk Pacific Railway as set out further in Article 1 hereof.

When additional positions of a like class are created compensation will be fixed in conformity with that of similar positions as shown by this schedule.

## ARTICLE 1.

All employés assigned by proper authority to Railway telegraph service of any character or duration, and also the Station Agents incorporated in the accompanying schedule of wages, will be considered telegraphers within the meaning of this schedule and are so called herein.

## ARTICLE 2.

(a) The right of promotion of telegraphers (except train despatchers and linemen) will extend over each Superintendent's District, and will be governed by merit, fitness, and ability; where these are sufficient the senior telegrapher



will be given the preference, provided the telegraphers (except train despatchers and linemen) of not less than two years' service will, on application, be transferred from one Superintendent's District to another on the same General Division, within thirty days from the date of such application, and when so transferred will be allowed seniority on the new District to the extent of three-fourths their length of service on the said General Division. In each case the telegrapher making the transfer will take his place on the extra list, and will have the right to file into bulletined positions as per Clause (c) hereof. A telegrapher applying for a transfer will be given a transfer certificate showing his length of service and the capacity in which he has been employed on the General Division, which will be his authority for claiming his seniority on the District to which he is transferring. This provision will also apply to a telegrapher of not less than two years' service desiring to transfer from one General Division to another, except that in such cases the transfer certificate will not carry with it any seniority rights, but will entitle the holder to the position of junior extra telegrapher on the Superintendent's District to which he is transferring. Transfer certificates will not be valid unless filed with the Superintendent of the District to which transfer is being made within thirty days from the date of issue.

(b) A telegrapher's seniority will date from the time he last entered the service as a telegrapher. The seniority of telegraphers employed on lines under construction or absorbed by the Company will date from their last appointment as a telegrapher on such lines. When newly constructed lines are taken over by the operating Department all telegraphers' positions will be considered vacant, and any telegrapher in line of promotion to them will have fifteen days within which to make application for same.

(c) All vacancies and permanent appointments will be immediately bulletined by a "23" message over the Superintendent's District. When vacancies in positions are bulletined, the Bulletin will state rate of compensation. Applications for vacancies must be made within ten days from date of bulletin. A telegrapher declining to accept promotion in any instance does not forfeit his rights to the same or any other position he may be entitled to under seniority when a vacancy occurs. A telegrapher on leave of absence when a vacancy occurs will not be debarred from claiming position and receiving the appointment on resuming duty, if entitled to it. A vacancy will be filled within thirty days after it occurs by the appointment of the man entitled to it. When a vacancy occurs the Superintendent will fill the same by appointing the senior man, who is, in his opinion, entitled to the position, but this will not prevent any telegrapher senior to the man so appointed from claiming his rights under Clause (a) hereof to the position, provided he file his protest within ten days after the appointment has been bulletined as above.

(d) Telegraphers in the employ will be given preference in filling vacancies or openings on extensions, or new lines of the General Division, their application to be endorsed by the Superintendent of the District on which the applicant is employed.

(e) In case of reduction of the number of telegraphers employed, the junior telegraphers on their respective Superintendent's Districts will be first dispensed



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with. If their services were satisfactory they will, on application, be given a transfer certificate which will entitle them to preference in filling new positions or vacancies on other Divisions of the system, provided they are available when required.

(f) If a position included in the attached schedule is abolished the telegrapher will be entitled to the position held by the junior permanently located telegrapher on the Superintendent's District.

(g) A complete list of all telegraphers on all Superintendent's Districts showing their seniority standing will be kept on file in the respective train despatching offices, open to the inspection of all telegraphers concerned. This list will be subject to correction on proper representation from any telegrapher, and a copy of it corrected to date will be furnished the General Chairman at the beginning of each year.

(h) Telegraphers will have the exclusive right to any position incorporated in the wage schedule, and any telegraphers' position subsequently added in accordance with the preamble; also to any new telegraphers' position created by the absorption of new lines or the construction of new lines, when vacancies in such position occur.

(i) The right of promotion of train dispatchers will extend over the General Superintendent's Division and will be governed by merit and ability; these being sufficient the senior train dispatcher to have the preference. The order of promotion of the train dispatchers will be from senior relieving dispatcher to trick dispatcher. The seniority of a train dispatcher will date from the time he was first appointed a trick dispatcher unless by his own request he takes another position in the service, under which circumstances his seniority as a train dispatcher will date from the time he was last appointed a trick dispatcher. A train dispatcher will retain his seniority standing in the ranks of the agents and operators. Relieving train dispatchers will be appointed from their respective Superintendents' Districts if available, in accordance with Clause (c) of this Article, and will be allowed sufficient time without pay to learn the work of train despatching under a regular trick dispatcher, such time not to exceed two weeks, and they will remain on such district until they receive promotion to a steady trick which may be claimed at any office on the General Division at which a vacancy occurs. In event of a vacancy occurring in a train dispatcher's position or a new train dispatcher's position created, the senior train dispatcher in order of seniority will have the refusal of same.

(j). The right of promotion of linemen will extend over each General Superintendent's Division, and will be governed by merit and ability; where these are sufficient the senior linemen will receive the preference. Linemen will be specially considered in line of promotion to the position of foreman on the General Superintendent's Division on which they are located.

**ARTICLE 3.**

No telegrapher shall be suspended (except for investigation) or discharged until his case has first been investigated, and he has been proven guilty of the offence charged against him; the decision in such case to be arrived at within ten days



from the date of such suspension. If a telegrapher is found blameless in the matter under investigation, he will be paid at schedule rates for the time lost, and extra expenses while attending such investigation, if he be away from home, and be reinstated. If detained more than ten days awaiting investigation at the Company's instance he will be paid schedule wages for the time in excess of ten days, whatever the decision may be. Telegraphers may have the assistance of a co-telegrapher if they so desire. A written statement setting forth the result of an investigation and the reasons therefor will, if requested, be furnished by the Company to the employé or employés affected.

#### ARTICLE 4.

Lack of convenience, such as school facilities, &c., will be taken into consideration in locating telegraphers, but only when this can be done without infringing on the rights of their seniors in service.

#### ARTICLE 5.

Telegraphers serving on Boards of Adjustment representing telegraphers will be relieved without unnecessary delay (not to exceed fifteen days) and will be furnished free transportation for such purpose.

#### ARTICLE 6.

Telegraphers will be granted free transportation and leave of absence to attend their meetings, such free transportation will not extend beyond three hundred miles, and their leave of absence will not exceed two days, and will only be granted when it will not interfere with the requirements of the traffic and the service, and provided the Company is not thereby put to additional expense.

#### ARTICLE 7.

When a telegrapher is transferred by order of the proper official he will suffer no loss of schedule wages in consequence thereof, and will be allowed reasonable time (not to exceed four days and without pay) to arrange for the shipment of his household effects.

#### ARTICLE 8.

Telegraphers attending court or investigation at the request of the proper official of the Company will have their expenses (not to exceed two dollars per day) paid by the Company in addition to their schedule wages. Witness fees and mileage shall be assigned to the Company.

#### ARTICLE 9.

Telegraphers will not be required to teach telegraphy, nor will a telegrapher teach telegraphy on the Company's premises without permission of the Superintendent.



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## ARTICLE 10.

Telegraphers required to work at wrecks, washouts and slides, will when possible, be provided with shelter and be paid the necessary expenses for the time away from home.

## ARTICLE 11.

A telegrapher securing employment with the Company will, as soon as practicable, have returned to him all service cards and letters of recommendation which have been taken up by the Company, except any previously issued by the Company.

## ARTICLE 12.

A telegrapher leaving the service of the Company will, on written request, be furnished with a written statement by the proper official stating term or terms of service, capacities in which employed, and whether discharged or leaving the service of his own accord. If discharged, cause of dismissal will be stated. If detained more than ten days awaiting such statement he will be paid schedule wages for all time in excess of such ten days: unless otherwise requested this statement will be mailed to the telegrapher at the place of last employment.

## ARTICLE 13.

Telegraphers will be exempt from clearing platforms of snow, sifting coal ashes and scrubbing stations.

## ARTICLE 14.

At any station where the dwelling is intended for the use of the agent he will be allowed the exclusive use thereof.

A deduction of five dollars (\$5.00) per month will be made from the schedule rating of all telegraphers occupying the Company's dwelling and having fuel and light, unless in the opinion of the Superintendent such amount should be reduced.

A telegrapher occupying a Company's dwelling who is dismissed from the service will be allowed to retain possession of the dwelling until he has been paid all monies due him by the Company. The Company will keep its dwellings in good repair. Occupants must keep such dwellings and their surroundings clean, and must pay for repairs other than those due to ordinary wear and tear or those not reasonably preventable by the occupant.

## ARTICLE 15.

Telegraphers required to work on Sunday, except to meet regular passenger trains timed to stop, will be paid extra pro rata on schedule salary for such service based on thirty days per month, any portion of an hour less than thirty minutes not to count (any portion of an hour, thirty minutes or over to count as one hour) with a minimum compensation of twenty-five cents for each call, for which one hour's service shall, if required, be rendered.



Telegraphers will be required to handle commercial messages on Sunday, only during hours required for railway service, except on agreement.

Telegraphers required for Sunday duty other than attendance on regular passenger trains timed to stop will be so advised on the previous day when possible to do so.

#### ARTICLE 16.

If telegraphers are required to attend to switch or semaphore lamps they will receive four dollars (\$4.00) per month for six or less such lamps, and fifty cents (50c.) per month for each additional switch or semaphore lamp at such station. Nothing in this Article will relieve telegraphers from their responsibilities under the Rules.

Telegraphers will keep Train Order Signal lamps in good condition and lighted when required, without extra compensation.

#### ARTICLE 17.

Telegraphers who attend pumping engines or windmills will be paid ten dollars (\$10.00) per month for attending to steam pumping engines and windmills, and five dollars (\$5.00) per month for attending to windmills only.

#### ARTICLE 18.

A telegrapher required to leave his permanent location to do relief work temporarily will, without change in salary, be allowed all necessary expenses on production of receipts.

Other telegraphers doing relief work, except regular relieving telegraphers, will be paid the same wages without expenses as the telegraphers they relieve, provided wages are not less than their own.

#### ARTICLE 19.

Telegraphers handling express or commercial telegraph business will be allowed commission for this work as follows:—

(a) Eight per cent. (8%) of "Our Charges" on local way bills.

(b) Thirty-three and one-third per cent. ( $33\frac{1}{3}\%$ ) of charges for money orders issued.

(c) Ten per cent. (10%) of charges on money orders issued in payment of C.O.D.'s and collections.

*Telegraph—*

(d) Ten per cent. (10%) of all tolls on this line revenue.

The income accruing to a station on account of telegraph commission will be equitably divided between the telegraphers performing the service, the agent to be entitled to not less than one-third the total amount.

#### ARTICLE 20.

(a) At offices where two or less telegraphers are employed, twelve consecutive hours including meal hours shall constitute a day's work. At office where more than two telegraphers are employed in addition to the agent, not more than ten



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consecutive hours' service including meal hours, or at the Company's option eight consecutive hours without meal hour will constitute a day's work. Except in cases of emergency operators will have eight consecutive hours' rest per day.

The hours of duty of all main line agents will commence between the hours of 6 and 9 o'clock a.m.

(b) Telegraphers working ten hours or more will be allowed sixty consecutive minutes for a meal between either 7 a.m. and 9 a.m. or 12 noon and 2.30 p.m. or 5 p.m. and 7 p.m. or between midnight and 2.30 a.m., or receive in lieu thereof one hour overtime, provided that a day telegrapher working twelve hours will be allowed his meal hour between 12 noon and 2.30 p.m. This will not apply to service rendered the Express or Commercial Telegraph business.

(c) Overtime will be computed pro rata on schedule wages, based on thirty days per month, but in no case at less than twenty-five cents (25c.) per hour, less than thirty minutes not to count, thirty minutes or over to count as one hour, except that telegraphers regularly required to remain on duty after regular hours, if detained fifteen minutes, will be allowed one hour's overtime for the first hour or any portion thereof.

(d) If a telegrapher is called before or after office hours, he will be allowed fifty cents (50c.) which shall cover one hour's service. If kept on duty more than one hour overtime thereafter will be allowed as per Clause (c) except when a telegrapher residing in a Company's dwelling is required to attend a scheduled train due at his station within three hours after his regular twelve hour's duty, when he will receive twenty-five cents (25c.) for the first hour of duty or any portion thereof. If kept on duty more than sixty minutes overtime will be allowed as per Clause (c).

(e) The regular hours of duty will be specified by the Superintendent to all telegraphers. If required for service outside these hours telegraphers will be given an official order as authority, and excused in the same manner.

(f) Overtime will not be allowed unless overtime tickets are mailed to the proper official within forty-eight hours from the time the service is performed. If overtime as claimed is not allowed, telegraphers will be notified in writing within fifteen days from the time such service is performed, setting forth the reason for disallowance. Telegraphers will number overtime tickets consecutively for each month.

## ARTICLE 21.

Eight consecutive hours train despatching and time to make transfer will constitute a day's work for trick despatchers. Train despatchers will not be required to do clerical work that will interfere with the proper handling of their trains.

## ARTICLE 22.

If a telegrapher considers himself overtaxed his statement to that effect to the proper official will be carefully considered, and, if well founded, relief will be granted.

## ARTICLE 23.

When handling of express and telegraph business for which a commission is allowed is withdrawn from any telegrapher the wages will be adjusted to conform with that of similar stations in the same locality where such work is not performed by them.



ARTICLE 24.

When a telegrapher is assigned to a position, and after a fair trial is found incompetent, he will take his place on the extra list, retaining his seniority rights, or his services be dispensed with at the option of the Company.

ARTICLE 25.

Train despatchers will be allowed three weeks' leave of absence each year with full pay; other telegraphers who have been in the employ of the Company four or more consecutive years will be allowed two weeks' leave of absence each year with full pay. If the Company finds it inconvenient to grant leave of absence during any year to a telegrapher entitled to it under this rule, the Company may withhold it, but the telegrapher shall, at his option, receive either compensation at his regular salary for the period, or in the next year an additional leave of absence for a like period.

Application for leave of absence filed in January of each year will be given preference in order of seniority of applicants, and applicants will be advised in February of dates allotted to them. January applicants will have preference over later applicants, and applicants after September 30th will not be entitled to salary compensation if the Company is unable to relieve them in that year. The Company will as far as practicable relieve all applicants during the summer season when they so desire.

In the event of a telegrapher leaving the service on proper notice, before obtaining the deferred leave of absence, he will be paid his salary for same.

ARTICLE 26.

A lineman required to leave his own District will be allowed actual expenses, not to exceed one dollar (\$1.00) per day, and extra compensation commensurate with responsibility if called upon to take charge of any number of men.

District linemen will be allowed actual expenses, not to exceed one dollar (\$1.00) per day, while performing duty on their own District away from headquarters.

ARTICLE 27.

Application may be made to the General Manager direct for general revision of schedule.

ARTICLE 28.

The minimum monthly salaries shall be as follows:—

	Main lines.	Branch lines.
Telegraphers who are agents.....	\$68.00	\$66.00
Telegraph operators.....	62.70	60.40
Relieving agents.....	66.00	66.00

with fifty cents per day expenses while away from headquarters.

Telegraphers who are train despatchers 1st year	\$131.00
Telegraphers who are train despatchers 2nd year	136.00
Telegraphers who are train despatchers 3rd year	148.00
Relieving despatchers.....	119.00 with fifty cents (50c.) per day for expenses while away from headquarters.
Relief despatchers after one year's cumulative service will take the rate of a first year regular despatcher.	
Linemen.....	\$75.00.



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## ARTICLE 29.

## WAGE SCALE.

STATION	POSITION.	SALARY.
Winnipeg "N".....	Operator.....each	\$80.00
Grand Trunk Pacific Junction.....	Day operator.....	75.00
Grand Trunk Pacific Junction.....	Night operator.....	62.70
Cabot.....	Agent.....	68.00
Portage la Prairie.....	Agent.....	135.00
Portage la Prairie.....	Day operator.....	63.50
Portage la Prairie.....	Night operator.....	62.70
Caye.....	Operator.....	62.70
Firdale.....	Agent.....	68.00
Cregg.....	Agent.....	68.00
Ingelow.....	Agent.....	68.00
Justice.....	Agent.....	68.00
Rivers.....	Agent.....	125.00
Rivers.....	Day operator.....	70.00
Rivers.....	Night operator.....	70.00
Pope.....	Agent.....	68.00
Uno.....	Agent.....	68.00
Lazare.....	Agent.....	68.00
Spy Hill.....	Agent.....	68.00
Atwater.....	Agent.....	68.00
Waldron.....	Agent.....	68.00
Melville.....	Agent.....	135.00
" " "V".....	Operators.....	75.00
" " "FS".....	Day operator.....	70.00
" " "FS".....	Night Operator.....	70.00
Fenwood.....	Agent.....	68.00
Goodeve.....	Agent.....	68.00
Ituna.....	Day operator.....	62.70
Kelliher.....	Agent.....	68.00
Punnitchy.....	Agent.....	68.00
Raymore.....	Agent.....	68.00
Seamans.....	Agent.....	70.00
Nokomis.....	Agent.....	75.00
Nokomis.....	Night operator.....	62.70
Venn.....	Agent.....	68.00
Watrous.....	Agent.....	125.00
Watrous.....	Day operator.....	70.00
Watrous.....	Night operator.....	70.00
Allan.....	Agent.....	68.00
Bradwell.....	Agent.....	68.00
S. Saskatoon.....	Agent.....	80.00
S. Saskatoon.....	Day operator.....	63.50
S. Saskatoon.....	Night operator.....	62.70



STATION.	POSITION.	SALARY.
Asquith.....	Agent.....	68.00
Juniata.....	Day operator.....	62.70
Kinley.....	Agent.....	68.00
Leney.....	Agent.....	68.00
Biggar.....	Agent.....	125.00
Biggar.....	Day operator.....	70.00
Biggar.....	Night operator.....	70.00
Landis.....	Day operator.....	62.70
Coblenz.....	Agent.....	68.00
Scott.....	Agent.....	72.50
Scott.....	Day operator.....	62.70
Unity.....	Agent.....	70.00
Yonker.....	Day operator.....	62.70
Chauvin.....	Agent.....	68.00
Edgerton.....	Day operator.....	62.70
Wainwright.....	Agent.....	125.00
Wainwright.....	Day operator.....	70.00
Wainwright.....	Night operator.....	70.00
Irma.....	Agent.....	68.00
Viking.....	Agent.....	68.00
Holden.....	Agent.....	68.00
Ryley.....	Agent.....	68.00
Tofield.....	Agent.....	70.00
Ardrossan.....	Operator.....	62.70
Edmonton.....	Agent.....	150.00
“ “D”.....	Day operator.....	70.00
“ “D”.....	Night operator.....	70.00
Dona.....	Operator.....	62.70
Dexter.....	Operator.....	62.70
W. O. Junction.....	Operator.....	62.70
Lake Superior Junction.....	Operator.....	62.70
Oscar.....	Operator.....	62.70

There will be no change in the foregoing Rules and Rates of Pay except on thirty days' notice. Such notice to be given so as to take effect between November 1 and May 1.

Upon the Board convening at Winnipeg they were attended by Mr. H. H. Brewer, General Superintendent of the Grand Trunk Pacific Railway and Mr. Ross, agent of the Canadian Express Company at Winnipeg, and by Mr. David Campbell, Third Vice-President of the International Order of Telegraphers, and Messrs. George Chalmers, F. W. Buggy and J. Inglis, a committee representing the employés.

The different matters in dispute set out in the application to your Department shaped themselves into three main branches, namely:—

(1) The schedule relating to and governing the duties, hours of employment, overtime and classification of employés.



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(2) The question of trick despatchers, linemen, and agents at terminal points being included in the schedule presented by the employés.

(3) The rates of wages of telegraph employés.

At the first meeting of the Board at Winnipeg, Mr. Brewer stated to the Board the position already taken by the Company, that they would not agree to trick despatchers being included in the schedule formed for the telegraphers, and would not discuss the matter with a committee formed of both classes of employés, but were willing to meet the despatchers and treat with them separately. Mr. Brewer, however, attended before the Board with the understanding that the Company did not recede from the position taken already in that regard. The reasons given for the position of the Company on this subject are set out by the Company's representative more fully later.

Mr. Campbell, on behalf of the employés, outlined the facts and circumstances leading up to an application for the appointment of a Board, and the difficulty the employés encountered because of the entire absence of any schedule defining and governing the duties and rates of wages of the telegraphers, and the endeavours made with the employers to effect an agreement upon these points. The position taken by the Company in reference to the inclusion of trick despatchers and linemen in any schedule to be prepared by this Board was strongly combated by the employés' representatives, who earnestly urged upon the Board the necessity of including trick despatchers and linemen in any schedule which might be made.

After some discussion the Board concluded the proper procedure would be (1) To settle the schedule, defining what employés would be included therein; (2) The duties of telegraphers and the rates of wages.

With the assistance of the Board, and after full consideration and discussion the parties were able to agree upon most of the Rules incorporated in the above schedule. With Articles "1" and "2" of the above schedule the majority of the Board have seen fit to approve as above written. With these Articles Mr. Ross, the Company's representative, does not agree, nor does he agree with any clauses of the schedule which refer to trick despatchers and linemen, nor to the inclusion of agents at terminal points in the schedule for any purpose other than to fix the salary allowed.

In place of Article "1" of the schedule, Mr. Ross proposes Article "1" of the Grand Trunk Railway Company's schedule, as follows:—

"(1) Any employé except train despatchers and operators in General Offices performing telegraph duties of any duration by assignment of proper authority, whether termed Agent, Assistant Agent, or otherwise will be considered a telegrapher."

In place of Article "2" of the schedule he proposes Article "6" of the Grand Trunk Railway Company's Schedule, as follows:—

"(6) Promotion of Telegraphers will extend over each Division and will be governed by merit and ability. Where ability is sufficient, seniority will have the preference, Superintendent being the judge.

Telegraphers will not be required to accept promotion, when good reasons are given, but do not forfeit their rights to the same or any other position to which they may be entitled under seniority, when a vacancy occurs.



In case of a reduction in the number of Telegraphers employed, the senior telegraphers on their respective Divisions will be retained in preference to Telegraphers junior to them, and any Telegrapher thrown out of a position on this account will be given preference for any position held by a Telegrapher junior in the service, merit and ability being sufficient."

It was contended by the Company's representative, Mr. Ross, that trick despatchers on the Grand Trunk Pacific Railway were, by the Company, deemed Officers and not employés in the ordinary sense, and in his view of the large amount of evidence taken as to the duties of trick despatchers, this position of the Company was established, and, that being the case, the scope of the Act which is confined to "persons employed to do any skilled or unskilled, clerical or manual work for hire" did not apply to them. He contended that the evidence established conclusively that trick despatchers while on duty had to direct and control the operations on the line, and that they issued orders to the station agents and operators, and that it would be subversive of discipline to have trick despatchers included in the same schedule as agents and operators. He objected to linemen being included in the Telegraphers' schedule on the ground that their duties are not of the same nature as telegraph operators' and that they are mechanics and repair men, only, and that they are employés of and report to, the Telegraph Company, and are not under the direction or control of the Railway Company. For these reasons he regrets being unable to agree with the majority as to Article "1".

In reference to the scheme of promotion as set out in Article "2" of the schedule, Mr. Ross, the Company's Representative, pointed out that all the principles involved such as merit, ability and seniority are recognized in the Article proposed by him, and he urged that the conditions surrounding the Grand Trunk Pacific Railway, which at the present time is in the course of construction, would warrant a greater amount of latitude in the authority of the officials of the Company with reference to the employment, promotion and control of their men than on roads that had been longer and more fully established. It was pointed out by him that the Board of Conciliation which fixed a schedule for the Grand Trunk Railway Telegraphers during the present year adopted the Clauses proposed by him to replace Articles "1" and "2", and that it would be very undesirable that these two Roads, which appear to be practically identical, should have different rules regulating the same classes of employés.

Mr. Ross further contended that with reference to trick despatchers and station agents at terminal points where superior men must be employed, both in the interests of the Company and of the public, that no automatic system of promotion should apply, such as provided in Article "2". He further contended that in Article "2" the ultimate power to select men for any position is not reposed as it should be in the officials of the Road, but will be a constant subject of dispute in every case of promotion that may arise, and he further pointed out that the principle of excluding from the schedule the agents at important points has been recognized in all prior schedules, and should have been recognized in the formation of the present one.

Upon the reading of these clauses defining the duties of trick despatchers and linemen upon the Railway and with the full knowledge of the present condition of



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the Railway, his Honour Judge McGibbon and Mr. Lee, the employés' representative, deem the position of trick despatchers to be subordinate in every sense to that of chief despatchers, and in their opinion believe it would be unwise to eliminate from this schedule trick despatchers and linemen. As to Article "13", as above written, Mr. Lee, the employés' representative, contends that there is no reason to place upon the employés the duty of carrying the mails to and from the Post Offices when, in his view of the evidence adduced before the Board, the Grand Trunk Pacific Railway Company is being paid by the Government to do the same, and that no suggestion or offer has been made by the Company to increase the wages of those telegraphers or station agents for doing this extra work. The representatives of the employés contended to the Board that this was not work which they had to do on either the Canadian Pacific Railway or the Canadian Northern Railway in this territory, and with the majority of the Board's report upon this section Mr. Lee, the employés' representative, does not see fit to agree. The Company's representative, Mr. Ross, takes the ground that in the formation of the schedule of wages hereinbefore set out a fair allowance was made to the employés who would have the duty of carrying mails between the Stations and the Post Offices.

Before the adjournment of the Board at Winnipeg, the representative of the men brought to the attention of the Board a letter which had been delivered to the despatchers calling upon the despatchers who were members of the International Union of Railroad Telegraphers to withdraw from that organization. The representative of the employés requested the Board that nothing further should be done on the part of the Officials of the Grand Trunk Pacific Railway in reference to the matter set out in such letter until the Board should make its report, and the Board was assured by the Company's representative, Mr. Brewer, that no action would be taken against the despatchers in reference to the matter set out in such letter until after the Board had reported. The representative of the employés, Mr. Campbell, has pressed on the attention of the Board, by a letter to the Chairman, dated June 4, 1910, that by reason of a letter which has since been sent out to the trick despatchers by some of the officials of the Grand Trunk Pacific Railway, requesting an answer to the former letter, that there has been a violation of Section 57 of the Act providing that the relation of the parties shall remain unchanged pending proceedings before the Board.

The Chairman of the Board forwarded a copy of Mr. Campbell's letter to Mr. H. H. Brewer, the Superintendent at Winnipeg, and on June 12, 1910, received the following telegram: "Winnipeg, June 12, 1910. Judge D. McGibbon, telegram received. Mr. Campbell's letter does not state the facts. We wrote Mr. Inglis asking for reply to our letter, and that reply was that he would withdraw from the Order. There was no coercion written or verbal. Shall be glad to send correspondence if desired. (Signed) H. H. Brewer."

Mr. Campbell has contended to the Board that there has been a breach of the Act, and of Section 57 thereof, by the Officials of the Company in not allowing matters to remain in the same condition until the Board had made its report.

The Chairman, and Mr. Lee, the employés' representative, are of the opinion that there has been a breach of faith on the part of the Officials of the Company



with the Board in requesting an answer from Mr. Inglis notwithstanding the Board's understanding with the representatives of the Company and the men that matters should remain in the same position as when the Board adjourned at Winnipeg, and the Chairman and Mr. Lee, employés' representative, beg to report that in their opinion if it is found, as would appear from the telegram of Mr. Brewer, that such letter has been forwarded to Mr. Inglis that there has been a violation of the agreement made whilst the Board was sitting at Winnipeg between the Board and the Officials of the Company and the men, and the Chairman and Mr. Lee, the employés' representative, deem it to be their duty to draw your attention to these facts in view of such agreement, and in view of the Act, believing that the action of the Company is a direct violation of Section 57 of the Act, under which the Board is appointed, and contrary to the agreement made with the Board at Winnipeg.

Mr. Ross, the Company's representative, contends that the facts brought out before the Board show that the Railway Company did not wish their train despatchers to belong to the Telegrapher's Union, and the Union were desirous of securing the train despatchers as members, but the despatchers themselves, at the time of the meeting in Winnipeg, where the matter was discussed, were by no means unanimous on either one side or the other; he further points out that as, unfortunately the communication of Mr. Campbell on behalf of the Union, and from Mr. Brewer in reply thereto, received by the Board at their meetings in Toronto, is contradictory as to the facts, the Board did not see fit to prolong the making of the report to make any further investigation into the matter, or further report thereon; he further contends that if there has been a breach of Section 57 of the Act, of which the employés have the right to complain, the remedy is a personal one against the party offending at the instance of those complaining.

The Board is of the opinion that this schedule should go into effect and become effective from and after May 1, 1910.

The Board cannot close this Report without expressing its appreciation of the assistance received from the representatives of the men and the Company, and the general assistance given it by Mr. Brewer, the Company's representative, and by Mr. Campbell, representing the men, in every way during the course of proceedings.

All of which is respectfully submitted.

Dated this 30th day of June, 1910.

*(Signed)* D. MCGIBBON, *Chairman.*

*(Signed)* W. T. J. LEE, *For the employés.*

*(Signed)* DONALD ROSS, *For the Company.*



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**V. APPLICATION FROM THE SYNDICATED LONGSHOREMEN OF MONTREAL EMPLOYED BY THE ALLAN LINE, DONALDSON LINE, THOMSON LINE, LEYLAND LINE, WHITE STAR-DOMINION LINE, CANADA LINE, SOUTH AFRICAN LINE, MEXICAN LINE, MANCHESTER LINERS, BLACK DIAMOND LINE, HEAD LINE, CANADIAN PACIFIC RAILWAY LINE, AND ALL OTHER SHIPOWNERS NAVIGATING TO MONTREAL.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—AGREEMENT CONCLUDED.—STRIKE AVERTED.**

Application received—March 14, 1910.

Parties concerned—Various shipping Companies doing business at the Port of Montreal, comprised in the Shipping Federation of Canada, and the Syndicated Longshoremen of that Port.

Applicants—Employés.

Nature of industry concerned—Shipping.

Nature of dispute—Wages and conditions of employment.

Number of employés affected—1,800.

Date of constitution of Board—April 7, 1910.

Membership of Board—The Honourable Mr. Justice Fortin, Montreal, Que., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wm. Lyall, Montreal, Que., appointed on the recommendation of the employing Companies; and Mr. Gustave Francq, Montreal, Que., appointed on the recommendation of the employés.

Report received—April 20, 1910.

Result of inquiry—Unanimous report of Board was accepted by both parties to the dispute, an agreement being entered into effective for a period of five years. A permanent Board of Conciliation was also established to deal with future grievances.

On April 20, the unanimous report was received of the Board of Conciliation and Investigation to which had been referred for adjustment certain differences between certain of the steamship companies doing business at the Port of Montreal, and the Syndicated Longshoremen of the Port of Montreal.

On April 26, the Department of Labour was formally advised of the acceptance of the findings of the Board by the members of the Shipping Federation of Canada on the one hand, and of the Syndicated Longshoremen of Montreal on the other, an agreement having been concluded on April 22, between the Allan Line, Donaldson Line, Thomson Line, White Star-Dominion Line, Leyland Line, Manchester Liners, Canada Line, South African Line, Mexican Line, Black Diamond Line, Head Line, and the Canadian Pacific Railway and Steamship Company, as employers, and the Syndicated Longshoremen of Montreal as employés, effective for a period of five years from January 1, 1910.



The application for a Board of Conciliation and Investigation under the Industrial Disputes Investigation Act in this matter was received in the Department of Labour on March 14, from the officers of the Syndicated Longshoremen's organization, and declared that, failing an adjustment of the dispute or a reference of the same for investigation under the Act, a strike would be declared, and that the necessary authority to declare the same had been obtained. The matters in dispute, which affected 1,800 employés, related to wages and conditions of labour and had already been the subject of unsuccessful negotiation between the parties directly interested.

Messrs. William Lyall and Gustave Francq, of Montreal, were appointed members of the Board on behalf of the shipping companies and of the Syndicated Longshoremen respectively, and, in the absence of any joint recommendation from the foregoing, the Board was completed on April 7, by the Minister of Labour, by the appointment of the Honourable Mr. Justice Fortin, of Montreal, as Chairman.

In the findings of the Board it was stated that, after a prolonged discussion of the matters in dispute, a unanimous conclusion was reached which they were assured would be embodied in an agreement between the parties concerned. Such agreement would be effective for five years, during which period the Syndicated Longshoremen would undertake to supply the necessary men to perform the work required of them each season. In addition to such contract the men would be required to sign individually, when commencing work each season, an undertaking to work in accordance with the above mentioned contract until the close of navigation, the men so signing to be given work in preference to others. Under the terms of the agreement a deposit was also to be made by the parties with the Royal Trust Company of Montreal, as trustees, of a sum of \$2,000 each, as a guarantee for the due performance of the agreement, such sum to be applied by the trustees to the payment of the order or judgment of any court in the Province of Quebec. The agreement would provide also for the rates of wages and hours of labour which all ocean steamships and sailing vessels entering the port would be bound to pay.

The Board recommended in its report the establishment of a permanent Board of Conciliation to settle all such possible difficulties, the members of the Board adding that from appearances this recommendation would shortly become an accomplished fact. In its report the Board also stated that the utmost harmony prevailed throughout the proceedings, and that the parties appeared to be animated by the most conciliatory spirit.

The Canadian Pacific Railway Company, though not a party to the procedure before for the establishment of a Board in respect of this dispute, participated in the proceedings before the Board and in the settlement effected.

On April 25 the Department was informed that an agreement effective for a period of five years was entered into between the Syndicated Longshoremen of the Port of Montreal and the following Steamship Companies: Allan Line, Canadian Pacific Steamship Lines, Donaldson Line, Thomson Line, White Star-Dominion Line, Leyland Line, Canada Line, South African Line, Mexican Line, Manchester Liners, Head Line, and Black Diamond Line. In connection with this



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agreement a permanent Board of Conciliation was established for the adjustment of any differences which might subsequently arise; the Board of Conciliation being constituted as follows: Mr. Farquhar Robertson, ex-President of the Montreal Board of Trade, Chairman; Mr. John H. Lauer, Secretary and Treasurer of the Montreal Builders' Exchange, representing the Shipping Companies; and Mr. G. R. Brunet, of the Montreal Typographical Union, representing the Syndicated Longshoremen of Montreal. A sum of \$2,000 was also deposited with the Royal Trust Company by the Shipping Companies of Montreal on the one hand and the Syndicated Longshoremen of Montreal on the other hand as a guarantee for the observance of the agreement.

## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation is as follows:—

MONTREAL, 19th April, 1911.

To the Honourable W. L. MACKENZIE KING,  
Minister of Labour,  
OTTAWA.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of a dispute between the Syndicated Longshoremen of the Port of Montreal, (employés) and the Steamship Companies doing business at the Port of Montreal, comprised in the Shipping Federation of Canada, viz.: The Allan Line, Donaldson Line, Thomson Line, White Star-Dominion Line, Leyland Line, Manchester Liners, Canada Line, South African Line, Mexican Line, Black Diamond Line, Head Line, and the Canadian Pacific Railway and Steamship Company, (employers).

DEAR SIR,—The undersigned, members of the Board of Conciliation appointed in this matter, beg respectfully to report as follows:—

Their first meeting was held on the 11th inst., in the morning, and they immediately resolved, in view of the urgency of the matter, to set to work and try to carry out the purposes for which they had been appointed.

They have been in session the whole of that day, hearing the parties and their witnesses, and have kept on doing the same work until Friday, the 15th inclusive, when the investigation proper was brought to a close. From that date they adjourned to the 18th instant, when the consideration of the whole case, as resulting from the position of the parties, the documentary and testimonial evidence produced before them, was continued.

After a prolonged discussion of the various questions raised, the Board is pleased to state that it has come to a unanimous conclusion and that their recommendation, they are assured, will be embodied in an agreement between the parties, containing the following conditions:—

1. Such agreement shall be entered into for a period of five years, from the 1st of January, 1910, and during that period the Syndicated Longshoremen will undertake to supply the necessary men to perform the work required of them during each season.

2. In addition to such contract between the parties herein, the men will be required to sign, individually, when commencing to work each season, a paper, undertaking to work in accordance with the said contract until the close of navi-



gation; and the men signing said agreement will be given work in preference to others.

3. The parties herein agree to deposit with the Royal Trust Company, of Montreal, as Trustees, the sum of \$2,000 each, as a guarantee of the due performance of the agreement to be signed by the parties. The said sum shall be applied by the said Trustees in payment, in order of priority of time, of any and all judgments or orders of any Court in the Province of Quebec. Upon the expiration of this agreement the deposit, or balance of it, with accrued interest, will be returned to each party entitled to same.

4. The working hours shall be from seven o'clock A.M. until twelve o'clock A.M., and from one o'clock P.M. until six o'clock P.M., at the rate of thirty cents per hour for day work; and from seven o'clock P.M. until twelve o'clock P.M., and from one o'clock A.M. until six o'clock A.M. at the rate of thirty-five cents per hour.

All other hours, including Sundays, to be paid at double rate.

5. Night meal to be taken between eleven o'clock P.M. and one o'clock A.M., each man being entitled to one hour. and ship owners to supply good meals or to pay the cost of same.

6. Grain trimming to be paid at regular rates, and the running of the grain in the pipes to be stopped while the men go down in the hold to work; two men to stand on the deck of the ship during that time if necessary.

The Board recommends that the ship owners furnish the men, if requested, the best respirators to protect them while trimming the grain.

Nitrate cargo and bulk sulphur to be paid at the rate of fifty cents per hour, day and night.

7. When the men are ordered out to work during the night, and are kept waiting after the time called for, they shall receive half-pay from the time called out until discharged.

8. Fifteen men shall constitute a gang for discharging a ship, and sixteen men for loading, according to the nature of the cargo and the capacity of the ship.

9. All ocean steamships and sailing vessels coming in to the Port of Montreal, will be bound to pay the wages aforesaid.

Owing to the importance of the Harbor of Montreal, and the nature of the work to be performed by the men, and the many difficulties that may arise, from time to time, either in carrying out the above or otherwise, the Board cannot too strongly recommend to the parties the establishment of a permanent Board of Conciliation to settle all such possible difficulties, and the members of the Board feel satisfied, judging from appearances, that this recommendation will shortly become an accomplished fact.

It only remains to the Board to say that throughout their proceedings, the utmost harmony prevailed and the parties appeared animated by the most conciliatory spirit.

The whole is respectfully submitted.

(Signed) THOMAS FORTIN, *Chairman.*

WILLIAM LYALL,

GUSTAVE FRANCO.



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**VII. APPLICATION FROM EMPLOYEES OF THE DOMINION ATLANTIC RAILWAY COMPANY, KENTVILLE, N.S.—BOARD ESTABLISHED.—NO CESSATION OF WORK.**

Application received—March 22, 1910.

Parties concerned—Dominion Atlantic Railway Company, Kentville, N.S., and employés, members of Canadian Brotherhood of Railroad Employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Conditions of employment and alleged discrimination against certain employés, members of Canadian Brotherhood of Railroad Employés.

Number of employés affected—4 directly, and 25 indirectly.

Date of constitution of Board—April 29, 1910.

Membership of Board—The Honourable John N. Armstrong, North Sydney, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. McCallum Grant, Halifax, N.S., appointed by the Minister in the absence of a recommendation from the employing Company; and Mr. Aaron A. R. Mosher, Halifax, N.S., appointed on the recommendation of the employés.

Reports received—May 12, 1910.

Result of inquiry—No cessation of work occurred.

On May 12, the Minister of Labour received the report of the Board of Conciliation and Investigation to which had been referred certain differences between the Dominion Atlantic Railway Company and certain of its employés, members of the Canadian Brotherhood of Railroad Employés, local division No. 25.

In the application for the establishment of this Board complaint was made to the effect that “the dismissal of employés and copies of dismissal served were done apparently on account of their membership in the Canadian Brotherhood of Railroad Employés.” Reference was also made in the application to an alleged refusal on the part of the Company to employ a certain number of their employés, “done with a view to compelling their employés to accept terms of employment.” The number of employés concerned in this dispute was stated to be directly four and indirectly twenty-five. Mr. Aaron A. R. Mosher, of Halifax, N.S., was appointed a member of the Board on the recommendation of the employés. In the absence of any recommendation from the Company, Mr. McCallum Grant, of Halifax, was appointed by the Minister as second member of the Board, and in the absence of any joint recommendation from the foregoing the Board was completed on April 29, through the appointment by the Minister of the Honourable John N. Armstrong, of North Sydney, N.S., as Chairman. The Board proceeded at once with its work of investigation, meeting in Kentville, N.S., on May 3 and 4, and in Halifax, on May 5, 6, 7 and 9. The report as received was signed by all three members of the Board, although reference was therein made to certain points on which Mr. Mosher was unable to agree with his fellow members of the Board.



The representatives of the employés claimed at the first sitting of the Board that if the Dominion Atlantic Railway would re-employ one A. Williams and pay him as well as three other workmen who had been re-employed, for the time during which they were laid off, it would be regarded by the complainants as a settlement of the matter in dispute. To the claim of the employés' representative for the re-employment of Williams it was replied by the General Manager of the Company that Williams had left the employ of the railway of his own accord, and that this being the case the railway was under no obligation to re-employ him.

With respect to the payment of three other workmen for the time they were off, the General Manager further stated that the Company had been obliged to retrench, through the exigencies of business, and for that reason had laid off these men and taken the same on again as work permitted, and that the fact of membership in the Canadian Brotherhood of Railroad Employés had had nothing to do with the course pursued. Further inquiry along this line by the Board elicited the conclusion "that the differences involved were wholly concerned with the question of discrimination." As to the allegation that men were dismissed or threatened with dismissal because they were members of the above mentioned union, the Board finds that this charge was not substantiated by them. Mr. Mosher differed from the other members of the Board and contended that the evidence clearly showed that an Officer of the Company, Mr. William Yould, did advise certain of the men dismissed that they could continue in the service of the railway if they resigned from the Brotherhood, and further, that the General Manager, Mr. Gifkins, did cancel the dismissal of one A. Williams because this workman had said he would resign from the Brotherhood. Mr. Mosher contended that the railway is responsible for the acts of Mr. Yould, its mechanical superintendent, and therefore holds that the men who were dismissed should be remunerated for the time they were out of employment. Mr. Mosher held that the claim of the railway that junior men were dismissed was not substantiated by the evidence before the Board, and that the contention that dismissals were for the purpose of retrenchment was not borne out by the facts "as in every instance where the men resigned from the Brotherhood they were continued in the service." Mr. Mosher also held that in the case of A. Williams, who has not been re-employed by the Railway, that this was due to a misunderstanding on the part of Mr. Williams. Mr. Mosher, therefore, recommended his re-employment.

The Board expressed itself of opinion that it would have been wiser if the Railway had intimated clearly at the outset that it had no hostility to the Canadian Brotherhood of Railroad Employés, so as to avoid anything that would afford ground for suspecting discrimination. In the interests of industrial peace the Board also recommended that, in future, the cause of dismissal should be clearly stated and an opportunity given the men to discuss the same with officials of the railway where a suspicion of discrimination exists.

In conclusion the Board observed that "there should be no discrimination against the members of the Canadian Brotherhood of Railroad Employés as such and the Board wishes to add that as this is now the confirmed policy of the Railway that the General Manager give notice to the employés that there will be no discrimination between union and non-union men."



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In a letter received from the General Manager of the Dominion Atlantic Railway on May 23, Mr. Gifkins stated that he had already notified the employés of the Dominion Atlantic Railway "that there will be no discrimination between union and non-union men."

## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter, is as follows:—

In the matter of The Industrial Disputes Investigation Act, 1907, and of differences between the Dominion Atlantic Railway and certain of its employés, being members of the Canadian Brotherhood of Railroad Employés, Local Division No. 25.

To the Honourable W. L. MACKENZIE KING,  
Minister of Labour,  
OTTAWA.

The Board, composed of Mr. Aaron R. Mosher, Mr. McCallum Grant, and Honourable John N. Armstrong (Chairman), met on Tuesday morning, May 3, 1910, at the Court House in Kentville, N.S., the locality of the dispute between the above parties, and having taken the oath of office, proceeded with the reference.

The employés were represented by two of their number, Messrs W. F. Corbin and William Bardell. The Dominion Atlantic Railway was not represented at the first sitting, but the Board was satisfied that the General Manager and other officials would undertake to appear when requested by the Board to do so.

The Board decided to spend the first sitting in discussing the points at issue with the representatives of the employés, and in endeavouring to ascertain the position of the parties, with the hope of bringing about a settlement without proceeding with an investigation under the Act. This course was accordingly pursued, the representatives of the employés submitting a list of names of men dismissed, or upon whom notices of dismissal were served, as alleged "on account of their membership in the Canadian Brotherhood of Railroad Employés."

The representatives of the employés claimed at this first sitting of the Board that if the Dominion Atlantic Railway would re-employ Williams, one of the men named in the foregoing list, who was not now in the service of the Railway, and would pay Williams as well as Barkhouse, Stokes and Meiser, also names in this list, but who had been re-employed, for the time they were off, it would be regarded by the complainants as a settlement of the matter in dispute.

When the Board adjourned until the afternoon, it was with the understanding that the General Manager of the Dominion Atlantic Railway would be present at the next meeting, in order that the Board might have the opportunity of being made aware if an amicable settlement could be reached on the basis of the proposals of the employés' representatives as submitted at the morning sitting.

Accordingly, when the Board resumed in the afternoon, P. Gifkins, Esq., General Manager of the Dominion Atlantic Railway, was present, accompanied by Mr. William Yould, Mechanical Superintendent of the Railway. There were



also in attendance Messrs. Corbin and Bardell, employés' representatives as before.

To the claim of the employés' representatives that Williams be re-employed by the Railway, the General Manager stated before the Board that Williams had of his own accord left the employ of the Railway, and that being the case the Railway was under no obligation to re-employ him. With reference to paying Stokes, Meiser and Barkhouse for the time they were off, the General Manager further stated that the Railway was obliged to retrench in the exigencies of business, and had laid off the junior men, that Stokes, Meiser and Barkhouse were laid off as juniors under this and taken on as work allowed, that the fact of membership in the Canadian Brotherhood of Railway Employés had nothing to do with the course pursued. Further inquiry along this line at this conference of the Board, with the representatives of the parties, elicited the conclusion that the differences involved were wholly concerned with the question of discrimination, and that the Board in order to obtain results should proceed with an investigation under the Act and join with the parties in a searching inquiry into the nature and cause of the whole matter in issue.

In consequence of this decision the Board secured the names of all persons whom either or both parties desired to have appear as witnesses, and determined to take such other steps as would afford the Board all facility in its power to obtain such information as should be necessary. The better to facilitate the purpose in view, the Board decided to take up the examination of the witnesses under oath at a separate sitting, and to this end fixed the hour of nine o'clock the following morning at the same place, the representatives of both the parties undertaking that all available evidence should in the meantime be requisitioned and be produced before the Board.

The application for the Board contained the complaint of employés to the effect that the dismissal of employés and notice of dismissal served were done apparently on account of their membership in the Canadian Brotherhood of Railroad Employés. The Board under all the circumstances realized that the utmost freedom should be given to the employés to make out their case. In view of this the Board did not hesitate to say that the powers conferred by the law upon the Board were exercised to the full in obtaining every possible salient feature of knowledge bearing upon the attitude of the Railway in reference to any dismissals, notices of dismissal given, and re-employment. A large number of witnesses gave evidence at this sitting on behalf of the employés, and the General Manager, Mechanical Superintendent and Mechanical Foremen on behalf of the Railway. Two witnesses called by the employés not being available that day at Kentville, the Board adjourned to Halifax, where this evidence was offered at the sitting on Friday, May 6. The Board deems it proper to state in this connection that the General Manager was most willing to aid the Board in its labours in every possible way.

As to the allegation that men were dismissed, or threatened with dismissal, because they were members of the Canadian Brotherhood of Railroad Employés, the Board finds that the charge was not substantiated by the evidence.

Mr. Mosher differs from the other members of the Board, and contends that the evidence clearly shows that an officer of the Company, Mr. William Yould, did advise certain of the men dismissed that they could continue in the service of



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the Railway if they resigned from the Brotherhood, and further that the General Manager, Mr. Gifkins, did cancel the dismissal of one A. Williams because he (Williams) had said he would resign from the Brotherhood. Mr. Mosher contends that the Railway is responsible for acts of Mr. William Yould, Mechanical Superintendent, and therefore holds that the men who were dismissed should be remunerated for the time they were out of employment.

Mr. Mosher further holds that the claim of the Railway that junior men were dismissed is not substantiated by the evidence before the Board, and also that the contention that the dismissals were for the purpose of retrenchment is not borne out by facts, as in every instance where the men resigned from the Brotherhood they were continued in the service.

Mr. Mosher further holds that in the case of A. Williams, who has not been re-employed by the Railway, that this is due to a misunderstanding on the part of Mr. Williams, and, therefore, Mr. Mosher recommends his re-employment.

The Board is of opinion that it would have been wiser if the Railway had intimated clearly at the outset that it had no hostility to the Canadian Brotherhood of Railroad Employés, so as to have avoided anything that would afford ground for suspecting discrimination.

A most gratifying absence of any spirit of hostility between the two parties was apparent at all the Board's sittings.

In the interests of industrial peace the Board also would recommend that, in future, the cause of dismissal should be clearly stated, and an opportunity given the men to discuss the same with officials of the Railway, where a suspicion of discrimination exists.

The General Manager declared that his instructions are that there should be no discrimination against the members of the Canadian Brotherhood of Railroad Employés as such, and the Board wishes to add that as this is now the confirmed policy of the Railway that the General Manager give notice to the employés that there will be no discrimination between union and non-union men.

(Signed) JOHN N. ARMSTRONG, *Chairman.*

(Signed) A. R. MOSHER,

(Signed) McC. GRANT.



**VIII. APPLICATION FROM CANADIAN AMERICAN COAL AND COKE COMPANY AND EMPLOYEES, MEMBERS OF FRANK LOCAL NO. 1263, UNITED MINE WORKERS OF AMERICA. —BOARD ESTABLISHED. —AGREEMENT CONCLUDED.—STRIKE AVERTED.**

Application received—April 18, 1910.

Parties concerned—The Canadian American Coal and Coke Company and employés, members of Frank Local No. 1263, U.M.W.A.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Concerning making of new agreement and recognition of U.M. W.A.

Number of employés affected—262.

Date of constitution of Board—April 29, 1910.

Membership of Board—Mr. I. S. G. Van Wart, Calgary, Alta., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Colin Macleod, Macleod, Alta., appointed on the recommendation of the employing Company; and Mr. Clement Stubbs, Bellevue, Alta., appointed on the recommendation of the employés.

Report received—May 23, 1910.

Result of inquiry—Settlement was arrived at by Chairman without Board being formally convened, an agreement being concluded between the parties concerned effective to March 31, 1911.

On May 10, the Minister of Labour was informed by telegram, that a settlement had been reached in the dispute between the Canadian American Coal Company, of Frank, Alta., and its employés, which had been the subject of a reference to a Board established under the Industrial Disputes Investigation Act. The differences in question were stated in the application to relate to a proposal by the Company for a reduction in the price of pillar work to the amount of five cents per cubic yard, and to a demand also which had been made by certain employés for full recognition of the United Mine Workers of America. In an affidavit from the liquidator of the Company, accompanying the application, it was stated that there had been a suspension of work by the employés of the Company, excepting some fifty-seven in number, since April 2. Messrs. Colin Macleod, of Macleod, Alta., and Clement Stubbs of Bellevue, Alta., were appointed members of the Board in this matter, on the recommendation of the employer and of the employés respectively; the Board being completed by the appointment of Mr. I. S. G. Van Wart, of Calgary, Alta., as Chairman. Mr. Van Wart was appointed by the Minister in the absence of any joint recommendation from the other members of the Board.



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On May 23, a communication was received from the Chairman of the Board containing an outline of the steps leading up to the settlement of the dispute. In this letter the Chairman stated that the adjustment effected had been highly agreeable to all concerned, also that "the men returned to work on May 12, and that the very best of feelings exist. The merchants of Frank are delighted, as business had been practically at a standstill for six weeks. I was tendered a vote of thanks at a joint meeting of the operators and miners. I found both sides very reasonable and anxious for a settlement."



**IX. APPLICATION FROM BLACKSMITHS EMPLOYED BY CANADIAN NORTHERN RAILWAY COMPANY.—PROCEEDINGS DISCONTINUED OWING TO AGREEMENT.**

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and employés, members of Blacksmiths' Railway Union No. 147.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning demand for new working agreement, increased wages and shorter hours.

Number of employés affected—30.

Proceedings in connection with this application were discontinued owing to settlement having been arrived at between the parties concerned.

In the application of blacksmiths to the number of 30, employed by the Canadian Northern Railway Company, for the establishment of this Board, it was stated that the existing schedule of agreement under which they had been working jointly with other classes of employés had not proven satisfactory, and that the blacksmiths desired a separate schedule, providing for an increase in wages of 3 to 5 cents per hour and a change in hours of labour to a nine hour day for the first five days of the week and a five hour day on Saturdays.

The Department was informed by telegram on May 13, that the dispute in question had been settled. On this account the establishment of a Board was not proceeded with.



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**X. APPLICATION FROM BLACKSMITHS' HELPERS EMPLOYED BY CANADIAN NORTHERN RAILWAY COMPANY.—PROCEEDINGS DISCONTINUED OWING TO AGREEMENT.**

Application received—May 2, 1910.

Parties concerned—Canadian Northern Railway Company and employés, members of Blacksmiths' Helpers Lodge No. 335.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning demand for new working agreement, increased wages and shorter hours.

Number of employés affected—Between 30 and 40.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

In the application of blacksmiths' helpers to the number of 57, employed by the Canadian Northern Railway Company, for the establishment of this Board, it was stated that the existing schedule of agreement under which they had been working jointly with other classes of employés had not proven satisfactory, and that the blacksmiths' helpers desired a separate schedule, providing for an increase in wages of 5 cents per hour and a change in hours of labour to a nine hour day for the first five days of the week and a five hour day on Saturdays.

The Department was informed by telegram on May 13, that the dispute in question had been settled. On this account the establishment of a Board was not proceeded with.



**XI. APPLICATION FROM MACHINISTS, EMPLOYED BY CANADIAN NORTHERN RAILWAY COMPANY.—PROCEEDINGS DISCONTINUED OWING TO AGREEMENT.**

Application received—May 2, 1910.

Parties concerned—Canadian Northern Railway Company and employés, members of Fort Garry Lodge No. 189, International Association of Machinists.

Applicants—Employés.

Nature of Industry concerned—Railways.

Nature of dispute—Concerning demand for new working agreement, increased wages and shorter hours.

Number of employés affected—325.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

In the application of machinists to the number of 325, employed by the Canadian Northern Railway Company, for the establishment of this Board, it was stated that the existing schedule of agreement under which they had been working jointly with other classes of employés had not proven satisfactory, and that the machinists desired a separate schedule, providing for an increase in wages of 4½ cents per hour.

The Department was informed by telegram on May 13 that the dispute in question had been settled. On this account the establishment of a Board was not proceeded with.



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**XII. APPLICATION FROM MACHINISTS' HELPERS EMPLOYED BY CANADIAN NORTHERN RAILWAY COMPANY.—PROCEEDINGS DISCONTINUED OWING TO AGREEMENT.**

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and machinists' helpers, members of Federal Union No. 4.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning demand for new working agreement, increased wages and shorter hours.

Number of employés affected—57.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

In the application of machinists' helpers to the number of 57, employed by the Canadian Northern Railway Company, for the establishment of this Board, it was stated that the existing schedule of agreement under which they had been working jointly with other classes of employés had not proven satisfactory, and that the machinists' helpers desired a separate schedule, providing for an increase in wages of 3 cents per hour and a change in hours of labour to a nine hour day for the first five days of the week and a five hour day on Saturdays.

The Department was informed by telegram on May 13 that the dispute in question had been settled. On this account the establishment of a Board was not proceeded with.



**XIII. APPLICATION FROM MOULDERS EMPLOYED BY CANADIAN NORTHERN RAILWAY COMPANY.—PROCEEDINGS DISCONTINUED OWING TO AGREEMENT.**

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and members of Moulders' Union No. 174.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning demand for new working agreement, increased wages and shorter hours.

Number of employés affected—13.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

In the application of moulders to the number of 13, employed by the Canadian Northern Railway Company, for the establishment of this Board, it was stated that the existing schedule of agreement under which they had been working jointly with other classes of employés had not proven satisfactory, and that the moulders desired a separate schedule, providing for a change in hours of labour to a nine hour day for the first five days of the week and a five hour day on Saturdays.

The Department was informed by telegram on May 13 that the dispute in question had been settled. On this account the establishment of a Board was not proceeded with.



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**XIV. APPLICATION FROM CARMEN AND PLUMBERS, GAS, AND STEAMFITTERS, RESPECTIVELY, EMPLOYED BY CANADIAN NORTHERN RAILWAY COMPANY.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—EMPLOYEES CEASED WORK.**

Applications received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and employés, members of Carmen's Union and Plumbers, Gas and Steamfitters' Union, No. 479, respectively.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning demand for new working agreement, increased wages and shorter hours.

Number of employés affected—432.

Date of constitution of Board—May 23, 1910.

Membership of Board—Mr. William Elliott Macara, Winnipeg, Man., Chairman, appointed by the Minister on the joint recommendation of the other members of the Board; Mr. David Havelock Cooper, Winnipeg, Man., appointed on the recommendation of the employing Company; and Mr. Philip C. Locke, Winnipeg, Man., appointed on the recommendation of the employés.

Report received—June 28, 1910.

Result of inquiry—Employés refused to accept the award of the Board and ceased work on July 7, 1910. They returned to work, however, on September 27, 1910, on the terms of the Board's report.

The Minister received, on June 28, the unanimous report of the Board of Conciliation and Investigation, to which had been referred certain differences between the Canadian Northern Railway Company and its carmen and steamfitters, members of the Carmen's Union and Plumbers', Gas and Steamfitters' Union No. 479, respectively.

The differences in question related to a demand on the part of the employés concerned for a separate schedule with the Canadian Northern Railway Company, for increased wages and for shorter working hours.

Mr. David H. Cooper, of Winnipeg, Man., and Mr. Philip C. Locke, of Winnipeg, Man., were appointed members of the Board on behalf of the Company and the employés, respectively; and on the joint recommendation of the foregoing the Board was completed by the appointment of Mr. Wm. E. Macara, of Winnipeg, Man., as Chairman.

In the report of the Board, it was stated that during the course of the sittings and after considerable evidence had been taken by the Board, it was suggested by the Board that the Company and the men get together and endeavour to eliminate as many as possible of the differences between them. This was done, with the result, that all points in dispute, with the exception of four, were settled; the



four points being: (1) the question of wages; (2) the matter of hours for relay men; (3) the matter of overtime rates for shop men; and (4) the matter of a separate schedule for steamfitters. A schedule of agreement was attached to the report of the Board; and the recommendations of the Board were as follows:—

“(1) That the Schedule hereto annexed, marked ‘A,’ shall be the rate of wages and working rules and regulations of the carmen and steamfitters of the Canadian Northern Railway Company.

“(2) That the request of the steamfitters for a separate schedule be granted.”

In conclusion, the Board expressed its appreciation of the extremely pleasant manner in which the meetings were conducted between the Company and the men; and stated: “The case for both parties was most ably and concisely set out and there was, so far as the Board could see, absolutely no friction between the parties. Both the Company and the men spared no effort in order to give the Board the very fullest information on the matters in dispute, and the workings of a railroad corporation in the branches affected.”

The findings of the Board were accepted on behalf of the Canadian Northern Railway Company. The employés concerned were, however, unwilling to abide by the award and a strike was declared on July 7, which continued until September 27 following. On this date the strike was called off and the men returned to work on the terms of the Board’s award.

#### REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter, is as follows:—

To the Honourable, THE MINISTER OF LABOUR,  
OTTAWA, ONTARIO.

HONOURABLE SIR,—

In the matter of the disputes between the carmen of the Canadian Northern Railway system and the Canadian Northern Railway Company, and the steamfitters of the Canadian Northern System and the Canadian Northern Railway Company, referred on the sixteenth day of May, A.D., 1910, under the provisions of the Industrial Disputes Investigation Act, to a Board of Conciliation and Investigation consisting of David H. Cooper, Esquire, representing the Canadian Northern Railway Company, Philip C. Locke, Esquire, representing the men and W. E. Macara, Chairman.

During the course of the sittings and after considerable evidence was taken by the Board it was suggested by the Board that the Company and the men get together and endeavour to eliminate as many as possible of the differences between them; and after several lengthy discussions, all points in dispute between the men and the Company were, with the assistance of the Board, settled, except four, which the Board were unable to get the parties together on, and on which they now beg to report, their findings being unanimous.

These four points were:—

1. The question of wages;
2. The matter of hours for relay men;



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3. The matter of overtime rates for shop men;
4. The matter of a separate schedule for steamfitters.

The Board recommends as follows:—

1. That the schedule hereto annexed, marked "A" shall be the rate of wages and working rules and regulations of the carmen and steamfitters of the Canadian Northern Railway Company.

2. That the request of the steamfitters for a separate schedule be granted.

In conclusion, the Board wish to express to the Department, their appreciation of the extremely pleasant manner in which the meetings were conducted between the Company and the men. The case for both parties was most ably and concisely set out and there was, so far as the Board could see, absolutely no friction between the parties. Both the Company and the men spared no effort in order to give the Board the very fullest information on the matters in dispute and the workings of a railroad corporation in the branches affected. Through the courtesy of Mr. S. J. Hungerford, the mechanical superintendent of the Company, the Board were enabled to go through the shops with a view of ascertaining the class of work done by the men concerned, and Mr. Hungerford and also Mr. Sweetman and Mr. Fisher, two of the men's representatives, gave the Board most valuable assistance during the visit to the shops in the way of explaining the working of the various machines and the work done by the various mechanics.

Dated at Winnipeg, Manitoba, this twenty-fourth day of June, A.D., 1910.

(Signed) W. E. MACARA,  
*Chairman.*

(Signed) D. H. COOPER,  
*For Can. Nor. R'y. Co.*

(Signed) PHILIP C. LOCKE,  
*For the men.*

## CANADIAN NORTHERN RAILWAY.

*Mechanical Department.*

On and after May 1, 1910, the following rules and rates will govern carmen and steamfitters in all shops, round-houses and repair yards.

## ARTICLE I.

## CLAUSE A.

Car inspectors, repairers, oilers, air brake testers, cleaners, ice men, lamp and gas men, and other employés who work in relays day and nights in traffic yards, will be considered relay men. Foremen will only assign as many men to this class, as, in their opinion, are necessary for the proper operation of trains.

All others employed in connection with car work, whether working in shops or repair yards, will be considered shop men.



*Working hours for shop men.*

## CLAUSE B.

Nine hours will constitute a day's work. The working hours will be from 7 k. to 17 k. with one hour off for dinner from 12 k. to 13 k.; except from April 1 to October 1, when the hours will be from 7 k. to 17.30 k. the first five days of the week with one hour off for dinner between 12 k. and 13 k. and from 7 k. to 12 k. on Saturdays.

## CLAUSE C.

Night hours in back shops will be from 19 k. to 6.30 k. with one half hour between 24.30 k. and 1 k. for supper; five nights per week, for which twelve hours per night will be allowed.

## CLAUSE D.

In roundhouses nine hours will constitute a day's work; hours to be worked between 7 k. and 18 k.

Night hours in roundhouses shall be from 19 k. to 24.30 k. and from 1 k. to 6 k., for which eleven hours shall be allowed.

## CLAUSE E.

Carmen working in roundhouses will be governed by roundhouse hours.

*Working hours for relay men.*

## CLAUSE F.

Relay men as per clause A, Article I, unless otherwise arranged by the Company, will be from 7 k. to 19 k. for day work and 19 k. to 7 k. for night work, with one hour off for meals.

## ARTICLE II.

*Overtime rates for shop men.*

## CLAUSE A.

Overtime rates will be as follows:—From the close of schedule shop hours to 24 k. time and one half; after 24 k. double time. Sundays and all Dominion holidays, including New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, will be paid at the rate of time and one half; should any of the above mentioned holidays fall upon Sunday the day observed by the Federal Government or Provincial Government will be observed. Men will not be laid off during regular working hours to equalize overtime made.

No call to work overtime will be paid less than five hours straight time.

Men on road repair cars will be paid straight time during schedule working hours while on road, whether waiting, travelling or working, also overtime at



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usual rates, if worked. No time will be allowed while waiting or travelling after schedule hours. Seventy-five cents per day will be allowed while on the road for expenses.

Such men to work on repair tracks when not required on road.

## CLAUSE B.

Hours between 12 k. and 13 k. will be considered overtime.

## CLAUSE C.

*Overtime rates for relay men.*

Overtime will be paid at the rate of time and one half after working hours arranged as per Clause F, Article I.

When relay men are called out to attend trains within three hours after regular working hours, they shall be paid not less than one hour straight time; if beyond three hours, two and one half hours straight time.

## CLAUSE D.

*For both shop and relay men.*

Night men called out during the day will receive the same consideration in regard to overtime as day men called out at night.

Men who while working are told to continue to work after shop hours, or who are told to come back and work overtime, commencing not over one hour after shop hours, will not be considered to have been called out.

## ARTICLE III.

Employés called for wrecks will receive pay from the time called for, or from the time of registration. Straight time will be allowed when travelling to or from wrecks, except on Sundays or specified holidays, and time and a half when working at wrecks, or when in charge of wrecked engines. No time will be allowed when laid up for rest.

## ARTICLE IV.

Employés sent out on the road temporarily to work will be allowed shop rates during the first twenty-four hours and straight time thereafter, except on Sundays and specified holidays, when time and one half will be allowed. When it is necessary to transfer employés to roundhouses or other shops they will receive one day's time for each day of travelling and reasonable expenses until they arrive at their destination. Receipt to be attached to expense voucher.

## ARTICLE .V

When reduction of expenses is necessary, before reducing the force the time will be reduced to at least eight hours per day, five days per week in main shops; men who have families depending on them for support shall be given preference;



seniority and proficiency to govern. When force is again increased or when vacancies occur, men who have been laid off will be given preference of employment, if available, provided services are satisfactory; men laid off at one point will be transferred to another in preference to hiring new men.

Men who have not been continuously in the service more than six months may be laid off when reduction is necessary before reducing hours.

#### ARTICLE VI.

Employés having grievances, either specific or of a general nature, may present the case to the proper officer. If investigation is desired, the aggrieved party, or another employé representing him, may, during working hours, arrange with his foreman for same; investigation to be held within forty-eight hours after such application, and in case a satisfactory adjustment cannot be made, the case may be referred to the next highest officer of the Department until the Manager is approached. If after investigation the employé is found blameless he will be paid for all time lost.

#### ARTICLE VII.

##### CLAUSE A.

Leave of absence and free transportation will be granted to employés to go before the management.

##### CLAUSE B.

No employé representing his fellow workmen will be discriminated against.

#### ARTICLE VIII.

Employés leaving the service for any cause will receive their wages in full within forty-eight hours and clearance papers as soon as possible.

#### ARTICLE IX.

Employés will be granted leave of absence and passes or reduced rates in accordance with the current general regulations of the Company.

#### ARTICLE X.

Leading hands are those, who while working themselves, also direct and supervise the work of others, and are paid by the hour. They will receive not less than 2 cents above the minimum rate.

#### ARTICLE XI.

Employés required to do superior work will be paid at the rate for such superior work after the seventh day, but should they be required to do such work for two weeks or over they will be paid from the time they start on such work.



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## ARTICLE XII.

Apprentices out of their time will be paid the minimum rate for journeymen, and after six months the maximum rate, provided their services are satisfactory.

## ARTICLE XIII.

Carmen required to furnish and regularly use carpenter's tools will be classed as freight carpenters.

## ARTICLE XIV.

All pipe work on locomotives and coaches, whether new or repairs, shall be done by steamfitters, when there is sufficient work to warrant their employment.

## ARTICLE XV.

## CLAUSE A.

Boys serving an apprenticeship to learn the trade shall be designated apprentices. Any boy hereafter engaging himself to learn the trade shall be over sixteen years and under twenty-one years of age, must serve not less than five years, must be able to read and write English and know the first four rules of arithmetic.

The number of apprentices shall be one for the shop and one for every five mechanics employed.

## CLAUSE B.

Apprentices, who having served one year, in the opinion of the shop foreman, show no aptitude for acquiring the trade, will be transferred or dismissed, and all obligations accepted by the Company will, of necessity, be forfeited.

## ARTICLE XVI.

Rates of pay shall be as follows:—

	Port Arthur to Humboldt.	Humboldt and West (including Humboldt.)
Air brake tester.....	26½	28½
Air brake cleaner.....	26	28
Air brake triple tester.....	27½	29½
Air brake triple tester, Winnipeg only.....	29	
Bench carpenter, coach shop.....	34½	36½
Carpenter, coach and locomotive.....	33	35
Carpenter, freight.....	28½	30½
Car stripper and trimmer.....	25	27
Car inspector.....	26½	28½
Car repairer and oiler.....	25	27
Car heat and lampman.....	23	25
Car cleaner and washer.....	21½	23½
Cleaner for painter.....	21	23
Cleaner brass, coach shop.....	22	24



	Port Arthur to Humboldt.	Humboldt and West (including Humboldt).
Driller, freight shop.....	23	25
Leading pipe fitter.....	35½	37½
Pipe fitter.....	33½	35½
Pipe machine man.....	23½	25½
Pipe fitters' helper.....	21½	23½
Wood machinist.....	33	35
Wood machinists' helper.....	21½	23½
Locksmith.....	30	32
Painter leading, coach and tender.....	34½	36½
Painter, coach and locomotive.....	33	35
Painter, freight.....	26½	28½
Painter, brush hand.....	23	25
Painters' helper.....	21	23
Saw filer.....	32	34
Tinsmith, leading.....	34½	36½
Tinsmith.....	33	35
Tinsmiths' helper.....	21½	23½
Truck repairer, leading.....	31½	33½
Truck repairers, coach and tender (shop).....	26	28
Truck repairers, coach and tender (yard).....	25½	27½
Upholsterer.....	33	35
Coal and ice men.....	21½	23½
Operator of paint gun.....	25	27

APPRENTICES' RATES.

First year.....	11	13
Second year.....	13	15
Third year.....	15	17
Fourth year.....	18	20
Fifth year.....	22	24

This schedule will be effective from May 1, 1910, and will remain in force for one year, and from year to year thereafter unless thirty days' notice in writing is given by either party concerned; such notice to be given thirty days previous to the first of May in any year.



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**XV. APPLICATION FROM BOILERMAKERS, BOILERMAKERS' SPECIALISTS AND BOILERMAKERS' HELPERS EMPLOYED BY THE CANADIAN NORTHERN RAILWAY COMPANY.—PROCEEDINGS DISCONTINUED OWING TO AGREEMENT.**

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and boilermakers, boilermakers' specialists, and boilermakers' helpers, members of Boilermakers and Iron Shipbuilders of America, Fort Garry No. 451, and Boilermakers and Iron Builders and Helpers, No. 212.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning demand for new working agreement, increased wages and shorter hours.

Number of employés affected—170.

Mr. David Havelock Cooper, Winnipeg, Man., was appointed a member of the Board on the recommendation of the employing Company. Further proceedings were, however, discontinued owing to a settlement having been arrived at by the parties concerned.

In the application of the boilermakers, boilermakers' specialists, and boilermakers' helpers, to the number of 170, employed by the Canadian Northern Railway Company for the establishment of this Board, it was stated that the existing schedule of agreement under which they had been working jointly with other classes of employés had not proven satisfactory, and that the boilermakers, boilermakers' specialists, and boilermakers' helpers desired a separate schedule, providing for an increase in wages of from 4 to 11 cents per hour and a change in hours of labour to a nine hour day for the first five days of the week and a five hour day on Saturdays. Mr. David H. Cooper, of Winnipeg, was appointed a member of the Board of Conciliation and Investigation on the recommendation of the Canadian Northern Railway Company.

The Department of Labour, was, however, advised by telegram on May 19, that the differences between the Canadian Northern Railway Company and its employés concerned in this matter had been settled. For this reason the constitution of the Board was not further proceeded with.



**XVI. APPLICATION FROM TELEGRAPHERS, TRAIN DESPATCHERS AND STATION AGENTS MEMBERS OF THE ORDER OF RAILROAD TELEGRAPHERS, EMPLOYED BY THE INTERCOLONIAL AND PRINCE EDWARD ISLAND RAILWAYS.—BOARD ESTABLISHED —UNANIMOUS REPORT BY BOARD.—STRIKE AVERTED.**

Application received—June 21, 1910.

Parties concerned—The Intercolonial and Prince Edward Island Railways and telegraphers, train despatchers and station agents, members of the Order of Railroad Telegraphers.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning proposed amendments to schedule and alleged unfair treatment of certain employés.

Number of employés affected—490.

Date of constitution of Board—January 4, 1911.

Membership of Board—His Honour Judge John A. Barron, Stratford, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. H. Gilmour, Brockville, Ont., appointed on the recommendation of the Government Railways Managing Board; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—February 20, 1911.

Result of Inquiry—Establishment of Board was delayed owing to arrangements having been made for a conference between the Government Railways Managing Board and representatives of the employés concerned. On November 14, 1910, the Department was informed that the parties had been unable to adjust the differences in question. A Board was accordingly established. The Board presented a unanimous report making certain recommendations for the settlement of the dispute which were accepted by the Government Railways Managing Board and by the employés, a strike being thereby averted.

The Minister of Labour received, on February 20, the unanimous report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Intercolonial and Prince Edward Island Railways and their telegraphers, train despatchers, and station agents, members of the Order of Railroad Telegraphers.

In the employés' application for the establishment of this Board it was stated that the differences in question related to the failure of the management to live up to the terms of the existing schedule of rules and rates of pay with respect to certain of their employés; also to the refusal of the management to agree to certain proposed amendments to the same schedule. The number of employés affected in the dispute was said to be 490.



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Both parties subsequently agreed to meet for the purpose of adjusting, if possible, the differences between them. These conferences, however, failed to settle the matters in dispute; and a Board was accordingly established by the Minister of Labour on December 17, being constituted as follows: Messrs. J. H. Gilmour, of Brockville, Ont., and J. G. O'Donoghue, of Toronto, Ont., appointed on the recommendation of the Managing Board and the employés respectively, and His Honour Judge John A. Barron, of Stratford, Ont., Chairman, appointed on the joint recommendation of the foregoing members of the Board.

Sittings of the Board were held at Ottawa on January 20 and 21, and subsequently at Ottawa, Montreal, Halifax, and Toronto, from February 2 until February 16.

In its report the Board complimented all the representatives on the care shown in the presentation of their evidence and argument, and the spirit of fairness displayed throughout the investigation. The Board recommended an increase in the wage rate to date from October 1, 1910. With regard to the number of hours operators should be required to work, the Board does not recommend any change except in the case of those operators employed at certain specified terminal points, in which case the Board recommends that an eight-hour day be granted instead of the twelve-hour day at present in force.

The Department was subsequently informed that the report of the Board had been accepted by the Government Railways Managing Board and by the employés concerned as an adjustment of the matters in dispute.

## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

## REPORT OF THE BOARD OF CONCILIATION AND INVESTIGATION.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of differences between the Intercolonial and Prince Edward Island Railways and their telegraphers, train despatchers and station agents, members of the Order of Railroad Telegraphers.

TORONTO, ONT., February 16, 1911.

The Honourable, The MINISTER OF LABOUR,  
OTTAWA, ONT.

SIR,—In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of differences between the Intercolonial and Prince Edward Island Railways and their telegraphers, train despatchers and station agents, members of the Order of Railroad Telegraphers.

The undersigned, members of the Board of Conciliation appointed under the provisions of the above named Act to investigate the differences between the parties concerned, beg to report as follows:—

Sittings of the Board were held at Ottawa on January 20 and 21, 1911, at which were present Messrs. A. W. Campbell, Deputy Minister of Railways, F. P. Brady, General Superintendent of the Intercolonial, J. B. T. Caron, Counsel for



the Intercolonial Board of Management, and R. Colclough representing the employers. Messrs. D. Campbell, S. C. Charters, K. Stewart, N. Fortin, R. A. McMillan and J. J. Trainor were present in behalf of the employés. Subsequent sittings were held at Ottawa, Montreal, Halifax, and Toronto, beginning February 2, and continuing until this date, February 16.

All the matters in dispute were carefully inquired into, and we must compliment all the representatives on the care shown in the presentation of their evidence and argument, and the spirit of fairness displayed throughout the investigation.

The parties having already agreed upon all other points, there remained but the following matters to be disposed of by the Board:—

First, as to the claim for an increase in wage rate. The Board is of the opinion that the sum of \$35,000 per year should be allotted for this purpose, to be distributed by increasing the minimum salaries as set forth in Article 24 of the Schedule hereunto annexed, and the balance to be apportioned to the regular salaries of the men now employed, as may mutually be agreed upon between the Committee of the employés and the Board of Management. The Board is further of the opinion that this increase should date from October 1, 1910.

Second, as to the number of hours operators should be required to work per day. At present the men work twelve hours per day with the exception of train despatchers, who work eight per day. The Board does not, for the present, recommend any change in this regard except in the case of those operators employed at terminal points indicated in Article 20 of the schedule hereunto annexed, in which case the Board recommends that an eight-hour day be instituted for these men.

The Board is unanimous in its opinion on the above points.

All of which is respectfully submitted.

(Signed) JOHN A. BARRON,  
Chairman.

(Signed) J. H. GILMOUR,  
Representing the employers.

(Signed) J. G. O'DONOGHUE,  
Representing the employés.

Schedule of Rules for telegraphers including those agreed upon by the Board of Management and the Committee of the employés together with those recommended by the Board of Conciliation and Investigation.

#### INTERCOLONIAL AND PRINCE EDWARD ISLAND RAILWAYS.

#### RULES AND RATES OF PAY FOR TELEGRAPHERS.

Effective October 1, 1910.

#### ARTICLE 1.

Employés required to perform telegraph service of any character or duration, whether termed agent, assistant agent, operator, train despatcher, or otherwise, also employés filling any position incorporated in Article 24 will be considered



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telegraphers within the meaning of this schedule, irrespective of the title by which designated, or character of service performed.

## ARTICLE 2.

Telegraphers will not be discriminated against for being members of the Order of Railroad Telegraphers, nor for serving on Boards of Adjustment representing telegraphers, and will be given leave of absence, and furnished with free transportation on Canadian Government Railways for such purpose, when it is possible to do so without inconvenience to the Railway.

## ARTICLE 3.

No telegrapher will be suspended or discharged without just cause, and any telegrapher charged with, suspended or discharged for an alleged fault, the same shall be fully specified in writing giving full particulars two days prior to any investigation, and he will have a full and impartial hearing, and decision will be rendered within fifteen days after filing his written request therefor with the proper official and if suspended for investigation, such investigation will be held and decision will be advised within fifteen days without such request. If found blameless, as charged, he will be reinstated and will be paid for time lost at stated rate of salary.

If he is detained at the instance of the Management for more than fifteen days awaiting investigation, he will be paid for the additional time at his stated rate of salary, whether found guilty or not. If decision rendered is considered unjust, an appeal may be made in writing within fifteen days to higher officials, who will deal with it under the same procedure as indicated in the previous clause.

Telegraphers will have the right to be represented by one or two of their number at any investigation, and a written statement giving the result of such investigation will be furnished to telegraphers affected, by the Management.

## ARTICLE 4.

When a telegrapher is dismissed, or leaves the service after giving the due notice required by the rules, he will be given the usual certificate from the proper official, stating term of service, capacity in which employed, and whether discharged or leaving of his own accord. If discharged, cause of dismissal to be stated.

## ARTICLE 5.

Telegraphers employed by this Railway will, on application, have returned to them all service cards and letters of recommendation that may have been taken up for inspection.

## ARTICLE 6.

*Clause 1.* The right of promotion of telegraphers, except train despatchers, shall extend over the following districts:—

- (a) Ste. Rosalie Junction to Metapedia, inclusive.
- (b) Flat Lands to Berry's Mills, inclusive.



(c) St. John to Athol, inclusive.

(d) Spring Hill Junction to Halifax, Pictou and Sydney, inclusive.

(e) Prince Edward Island Railway.

In the case of Spring Hill Junction the agent only is included in paragraph (d) the others named in the schedule at that station are included in paragraph (c). Provided also that any new positions opened after the date of this schedule between Berry's Mills and Moncton shall be included in paragraph (b).

*Clause 2.* The right of promotion of train despatchers shall extend over each of the three districts as follows:—

(1) Ste. Flavie West.

(2) Ste. Flavie East.

(3) Prince Edward Island, and will be in order from senior relieving despatcher to trick despatcher, and from trick despatcher to chief despatcher.

In filling vacancies in any office, senior despatchers shall have choice of tricks, but no change of tricks will be permitted within one year, except with the consent of the Superintendent, or in the event of a vacancy occurring.

When there is a vacancy in the relieving despatching staff it will be advertised on the district (as per clause (1) of this article) where the ultimate vacancy occurs, and telegraphers will be given an opportunity to pass an examination as train despatcher in the order of their seniority. The senior qualified applicant will receive the appointment.

Train despatchers will retain their seniority standing among the agents and operators.

In filling the position of chief despatcher any despatcher in the territory in which the vacancy occurs, including the chief despatchers, shall be eligible.

*Clause 3.* All promotions will be governed by merit and ability of which the General Superintendent will be the judge, these being sufficient, the telegraphers longest in the service, or those holding seniority rights according to their class, will have the preference. When a vacancy occurs, the Superintendent will fill the same by appointing the senior man who is in his opinion entitled to the position, but this will not prevent any telegrapher senior to the man so appointed claiming his right to the position, provided he files his protest within fifteen days after the appointment has been made.

*Clause 4.* Telegraphers will have the exclusive right to any position incorporated in Article 24 of this schedule, also to any new telegraphers' positions created.

Telegraphers will also be eligible with employés in other branches of the service to be considered in line of promotion to any of the agencies not incorporated in Article 24.

*Clause 5.* In the case of vacancies occurring, or of new positions being created, for which telegraphers are eligible under this schedule, they will be advertised for fifteen days by a bulletin sent to all stations, during which time applications can be made.

Permanent appointments will be made and vacancies will be filled within a reasonable time thereafter, and will be immediately bulletined. The acceptance by the senior qualified applicant is imperative.

When a telegrapher accepts a transfer, and after a fair trial is found incapable, he will take his place as a spare telegrapher, and will retain his seniority rights.



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## ARTICLE 7.

When a telegrapher is transferred by order of the proper official he will receive free transportation for himself, family, and household goods, and will suffer no loss of time in consequence.

## ARTICLE 8.

Telegraphers not wishing to accept promotion offered by the Management will not lose any right to any vacancy occurring thereafter.

## ARTICLE 9.

The Management will not abolish positions incorporated in Article 24 except in case of a reduction of staff. A telegrapher holding such position so abolished will receive fourteen days' notice of the same, and will be entitled to the position then held by the junior permanently located telegrapher in that district, but will retain his seniority rights.

## ARTICLE 10.

Complete lists of all telegraphers on each of the districts named in Article 6 will be prepared within thirty days after the date of this schedule, such lists to show the seniority of all telegraphers on such districts and to be open to their inspection at the Superintendent's offices. These lists will be subject to correction on proper representation from any telegrapher, and a correct copy of the lists will be furnished to the General Chairman on application at the beginning of each year.

A telegraphers' seniority will count from the date he last entered the service as a telegrapher.

A train despatchers' seniority, as such, will date from the time his examination papers were approved by the Superintendent.

## ARTICLE 11.

Telegraphers transferred at the request of the management to any other branch of the service, temporarily or otherwise will receive not less than their regular salaries under this schedule and will, likewise, be entitled to all the privileges therein provided.

## ARTICLE 12.

Telegraphers will not be required to clear the platforms of snow, cut wood, load or unload wood or coal, sift ashes, clean or disinfect stock or other cars, or outbuildings.

## ARTICLE 13.

Telegraphers will not be required to teach telegraphy nor will a telegrapher teach telegraphy on the Railway premises without the written permission of the Superintendent.



## ARTICLE 14.

Telegraphers called upon to attend court or investigation at the request of the proper official of the Railway will receive pay at their stated rate of salary, not more than one day's time for each twenty-four hours, and, if away from home will be allowed reasonable expenses.

## ARTICLE 15.

Telegraphers performing duty at wrecks, washouts, or other emergency offices will be paid their stated rate of salary and reasonable expenses.

## ARTICLE 16.

Telegraphers will not be required to work on Sundays except when absolutely necessary to protect the Railway's interests and when required to work on Sundays will be paid for such services pro rata on stated salary, but not less than 25 cents per hour, and in no case will less compensation than for two hours be allowed.

In regard to this article, when the extreme time limits of the time worked during any number of calls do not exceed two hours' time, it will be considered as one call, for which two hours' compensation will be allowed.

EXAMPLE.—A telegrapher called at 8.00 o'clock relieved at 8.15, called again at 9.00 o'clock, relieved at 9.20, called at 9.45, relieved at 10.00, one call, two hours' time allowed.

If the second, or any subsequent call, or the time worked is not covered by the two hours' limit, the additional time in excess of the two hours will be allowed.

EXAMPLE.—A telegrapher called at 8.00 o'clock, relieved at 8.30, called again at 8.45, relieved at 10.45, three hours' time.

Fractions of an hour to be computed as in Article 22.

EXAMPLE.—A telegrapher called at 8.00 o'clock, relieved at 8.30, called again at 9.45, relieved at 10.25, two hours' time.

If the calls are separated so that each call occurs beyond the two hour limit, two hours' time will be allowed for each call.

EXAMPLE.—A telegrapher called at 8.00 o'clock, relieved at 8.15, called again at 10.30, relieved at 10.35, called again at 13.00 o'clock, relieved at 13.30, called again at 15.00 o'clock, relieved at 15.20, four calls, eight hours' time allowed.

## ARTICLE 17.

Telegraphers who are regular trick despatchers will be granted three weeks' leave of absence annually, with full pay, other telegraphers who are permanently employed will, after one years' service, be granted two weeks' leave of absence annually, with full pay. Telegraphers who are temporarily employed will, after working three hundred days in any one holiday year, be granted two weeks' leave of absence, with full pay, and will be furnished free transportation for themselves and families to any point on the system.

They will, on application, receive from their Superintendent a letter showing that they have been granted such leave of absence.



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In the event of the railway not being able to relieve the telegrapher and grant him his leave of absence at any time in any one year, such leave of absence will be added to his leave of absence in the following year.

## ARTICLE 18.

Present arrangements of permitting telegraphers to accept commissions from express and telegraph companies doing business on the railway will be continued.

## ARTICLE 19.

If telegraphers are required to attend oil lamps in switches or semaphores they will receive \$4 per month for four or less such lights, and 50 cents per month for each additional switch or semaphore light at such station.

Nothing in this article will relieve telegraphers from their responsibilities of seeing that the telegraph signal and all other signals are in perfect working order, and at night that all lamps are clean and burning brightly.

## ARTICLE 20.

*Clause 1.* Twelve consecutive hours, including meal hours, will constitute a day's work for a telegrapher except as otherwise provided for in this schedule.

*Clause 2.* Eight consecutive hours train despatching and time for transfer will constitute a day's work for telegraphers who are train despatchers.

*Clause 3.* Eight consecutive hours will constitute a day's work for telegraphers at the following points: Levis, River du Loup, Campbellton, Moncton, Truro, Newcastle and New Glasgow.

*Clause 4.* The hours of duty will be defined from time to time by the Superintendent of the district, and when telegraphers are required to exceed the above named hours they will receive an official order and will be excused in the same manner, and will be allowed overtime as per Article 22.

*Clause 4.* On the Prince Edward Island District the hours of duty of the train despatchers are to remain as at present subject to the discretion of the Superintendent.

## ARTICLE 21.

When a telegrapher is called on duty after his regular hours, he will be entitled to the allowance provided for as a "special call."

## ARTICLE 22.

Overtime will be computed pro rata on stated salary, but in no case at less than 25 cents per hour.

In computing overtime, less than thirty minutes will not be counted, thirty minutes and less than sixty minutes will be considered an hour.

Special calls and up to one hour's service connected therewith will be paid at the rate of 50 cents per call.

Overtime will not be allowed unless overtime tickets are mailed to the proper official within forty-eight hours from the time the service is performed. If overtime is not allowed telegraphers will be notified within ten days from the time such service is performed, setting forth the reason for disallowance.



ARTICLE 23.

A sufficient number of regular relief agents shall be appointed on each Superintendent's Division, who will receive the salary of the man relieved, but in no case less than eighty dollars (\$80.00) per month.

Regular telegraphers called upon to do relief work temporarily will receive the salary of the one relieved, provided it is not less than their own, and 50 cents (50c) per day additional for expenses if away from their regular stations.

Spare telegraphers called upon to do relief work will receive the salary of the man relieved.

It is understood that when regular relieving agents are not engaged in relieving they may be used in the Superintendent's offices, audit, or other offices, or at any other employment when required.

Vacancies in the regular relief agents' staff will be advertised in the usual way and the senior qualified applicant in each Superintendent's District will receive the appointment.

Regular relief agents will only be required for duty on their Superintendent's District, and will be eligible for promotion to positions within the territory (as specified in Clause 1 of Article 6) from which they are taken.

ARTICLE 24.

WAGE SCHEDULE.

The minimum monthly salaries for train despatchers will be as follows:—

Train despatchers, 1st year.....	\$110.00
Train despatchers, 2nd year.....	115.00
Train despatchers, 3rd year.....	120.00
Train despatchers, 4th year.....	125.00
Relieving despatchers.....	105.00

and 50 cents per day for expenses when away from headquarters, and allowed for travelling expenses if moved.

On the Prince Edward Island District the monthly salaries will be as follows, for train despatchers:—

Senior despatcher.....	\$125.00
Assistant despatcher.....	110.00

The minimum monthly salaries for telegraphers will be as follows:—

Agent and telegrapher with dwelling, fuel and light.....	\$ 53.00
Agent and telegrapher without dwelling, fuel and light. . . .	58.00
Telegraphers.....	53.00
Telegraphers shown in Clause 3 of Article 20.....	70.00
Relief agents.....	80.00



## SESSIONAL PAPER No. 36a

**XVII. APPLICATION FROM BRASS WORKERS, MEMBERS OF BRASS WORKERS' UNION, LOCAL NO. 320, EMPLOYED BY THE GRAND TRUNK RAILWAY COMPANY.—BOARD ESTABLISHED.—NO CESSATION OF WORK.**

Application received—June 28, 1910.

Parties concerned—The Grand Trunk Railway Company and brass workers, members of Brass Workers' Union, Local No. 320.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning wages.

Number of employés affected—24.

Date of constitution of Board—July 13, 1910.

Membership of Board—Mr. A. G. B. Claxton, K.C., Montreal, Que., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. William Aird, Kingston, Ont., appointed on the recommendation of the employing Company; and Mr. Charlemagne Rodier, Montreal, Que., appointed on the recommendation of the employés.

Reports received—July 30, August 2, 1910.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. William Aird, member appointed on the recommendation of the employing Company. The Board's report was accepted by the employés concerned. No cessation of work occurred.

The Minister of Labour received, on July 30, the report of a Board, to which was referred for adjustment certain matters in dispute between the Grand Trunk Railway Company and its employés in the brass shop of its motive power department, in Montreal. The dispute in this case arose out of a demand on the part of the employés for the establishment of a minimum rate of wages of 30 cents per hour for this class of labour. The number of employés affected in this dispute was twenty-four. The report of the Board is signed by Mr. A. G. B. Claxton, K.C., of Montreal, Chairman, and by Mr. Charlemagne Rodier, of Montreal, member appointed on behalf of the employés. A minority report was also presented by Mr. Wm. Aird, of Kingston, member appointed on behalf of the Company.

The Board states that it was agreed by both parties to the dispute that the employés in question were graded from 17 cents to 26 cents an hour, but that under the contract system in force the employés, during the past year, had earned from 26.6 cents to 35 cents an hour. The Board was informed by the employés that in every instance they had been able to make more money working on the contract or piece system than on the hour system. The Company declared that the contract system was introduced in order to give the men an incentive to do more and better work, and the Board finds that this is borne out by the fact that the employés under this system earned more wages and made frequent requests for work by contract. The employés advanced as a grievance that some



of the demonstrations on which prices were based were made by low priced men, the result being that the better priced men, if they had jobs as demonstrated by low priced men handed to them, could not make good money out of them.

In the course of its inquiry, the Board expressed a desire to both the employer and the employés that some compromise agreement should be arrived at, and as a result the employés withdrew their demand for a minimum rate of 30 cents per hour, and expressed a willingness to accept instead a minimum rate of 24 cents, the contract system to be still carried on.

The Board in its report observed that the Grand Trunk Railway Company refused to accept this offer. The Board submitted that while the "brassworkers' occupation may be an extra hazardous one in some localities, it has not been proven so at the Grand Trunk Shops, at Point St. Charles," and "considering the market value paid to brass workers in the city of Montreal; considering the pension, sick benefit and accident systems in force in the Grand Trunk Railway Company in Canada; considering that brass workers should be paid not less than 25 cents an hour; considering inasmuch as it has not been proven that the flat rate system will bring as good results to the employés as the contract system; considering the wages that are paid throughout the Grand Trunk Railway System; considering the employés are earning far more than 25 cents an hour which would be an ordinary flat rate, your Board recommends that the employés be graded from 20 cents to 28 cents; that the present contract system be continued; that all demonstrations be made by men who are earning not less than 23 cents an hour; that as far as possible the shop arrive at a tariff price on all contracts within the next six months; that the present Montreal Brass Workers be re-graded by the first September, 1910; and that each man's grade be raised 2 cents an hour."

Mr. Wm. Aird appended to the report a note stating that whilst he agreed with the findings of the Board, he dissented from the recommendations, and recommends that the existing contract and grading systems should be continued. In his minority report, Mr. Aird submitted that "the men have not shown that they are entitled to a minimum flat rate of 30 cents per hour and that if such a rate were granted, it would in some cases mean a decrease in their wages, and that in view of the fact that the brass workers should be able, with the prices in vogue, to earn over 30 cents per hour; as has been done in some cases, I do not feel that any change should be made in either the present rates or the contract system."

The report of the Board was accepted by the employés concerned, and the Department was notified accordingly on August 15. The Department was informed on behalf of the Company that "while the Report made some recommendations as to the daily or hourly rates of pay, the men are compensated on the piece work basis and therefore the report did not in any way affect their compensation, and as the report did not recommend any change in the rules it was not necessary to take any action in the matter."

#### REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in the matter is as follows:—



## SESSIONAL PAPER No. 36a

REPORT OF THE BOARD OF CONCILIATION AND INVESTIGATION APPOINTED BY THE  
GOVERNMENT TO INQUIRE INTO A DISPUTE BETWEEN THE GRAND TRUNK  
RAILWAY COMPANY AND ITS BRASS WORKERS AT MONTREAL.

Present, A. G. B. Claxton, K.C., in the Chair, and Messrs. Charlemagne Rodier and William Aird.

The Board sat on July 25, 26, 27, 28 and 29.

It listened to the evidence on behalf of the brass workers, at Montreal, of Messrs. W. Hudson, T. Lohead, R. Dancey, D. Grey, E. Rodgers, S. Stark, E. Wright, A. Bottombley, and James Black.

The Grand Trunk Railway Company submitted statements regarding the wages, time and length of service of each of its brass workers engaged by the Company at Montreal, together with data explaining the contract system and how the prices on various jobs were arrived at.

Both parties agreed that the employés were graded from 17 cents to 26 cents an hour, but that under the contract system the employés during the past year had earned from 26.6 cents to 35 cents an hour.

During the past year the foreman of the shop had endeavoured to arrive at a fair price upon various contracts or jobs, and had selected different men to "demonstrate" these prices, i.e., the employé would have to demonstrate what would be the average length of time which it would take to complete the contract or job. The parties agreed that the employé demonstrating was instructed to put a fair average amount of labour and time and that while no time was to be needlessly lost, the employé was not to rush the job or contract. The cost of the job is shown by the time sheet and the employés declared that the Company added forty per cent. to the cost as demonstrated.

The employés stated that in every instance they have been able to make more money working on the contract or piece system than on working on the hour system. The Company declared that this contract system was introduced in order to give the men some incentive to do more and better work, and this is borne out by the fact that the employés under this system have earned more wages and make frequent requests for work by contract.

The employés advanced as a grievance that some of these demonstrations were made by low priced men, the result being that the better priced men, if they had jobs as demonstrated by low-priced men handed to them, could not make good money out of them.

The sworn statement of the Company shows that eighty-five per cent. of the Company's tariff prices have been made on demonstrations by men who are graded at 23 cents an hour, i.e., by the more experienced and highest paid class of brass workers.

The employés had no real complaint against the foreman.

The employés stated that the shop was of a superior kind, well heated, well lighted and well ventilated. Mr. Rodgers advanced the theory that the brass workers' occupation was an extra hazardous one, but was unable to show any deaths due either to tuberculosis or any accidents of any importance during the many years he has been employed by the Grand Trunk Railway Company.



The employés declared that they understood that the Canadian Pacific Railway Company classified their men as specialists, brass workers and labourers, and that the brass workers were earning 30 cents an hour.

The Company submitted a statement from the books of the Garth Company showing the men were graded from 18 cents to 32 cents per hour and a statement from the Robert Mitchell Company showing that the men were graded from 20 cents to 30 cents an hour. The average rate in the Mitchell establishment is 25 cents and in the Garth establishment 24.72 cents.

The employés submitted that they felt they were entitled to a flat rate of 30 cents; that if this was granted they would not have to work so hard and that the Company would receive just as much honest work as it does at the present time.

Some of the employés submitted that if the Company agreed to the minimum rate of 30 cents, it would be possible to classify the men whose market value was 30 cents as brass workers and to call the others labourers and classify them at what they were worth.

The Board expressed the desire to both employer and employé that some compromise agreement should be arrived at, and did its utmost to conciliate both parties.

The employés withdrew their demand for a minimum of 30 cents and asked as a compromise a minimum rate of 24 cents, the contract system to be still carried on.

The Grand Trunk Railway Company refused to accept the offer.

Your Board humbly submits that while the brass workers' occupation may be an extra hazardous one in some localities, it has not been proven so at the Grand Trunk Shops at Point St. Charles.

CONSIDERING the market value paid to brass workers in the city of Montreal;

CONSIDERING the pension, sick benefit and accident systems in force in the Grand Trunk Railway Company in Canada;

CONSIDERING that brass workers should be paid not less than 25 cents an hour;

CONSIDERING inasmuch as it has not been proven that the flat rate systems will bring as good results to the employés as the contract system;

CONSIDERING the wages that are paid throughout the Grand Trunk Railway system;

CONSIDERING the employés are earning far more than 25 cents an hour which would be an ordinary flat rate;

YOUR BOARD RECOMMENDS that the employés be graded from 20 cents to 28 cents; that the present contract system be continued; that all demonstrations be made by men who are earning not less than 23 cents an hour; that as far as possible the shop arrive at a tariff price on all contracts within the next six months; that the present Montreal Brass workers be re-graded by September 1, 1910; and that each man's grade be raised 2 cents an hour.

Signed at the city of Montreal, this 29th day of July, 1910.

(Signed) A. G. B. CLAXTON, *Chairman*.

(Signed) CHARLEMAGNE RODIER.

Mr. Aird agrees with the findings of the report, but dissents from the recommendations, and recommends that the existing contract and grading systems should be continued.

(Signed) WILLIAM AIRD.



## MINORITY REPORT.

The text of the minority report of Mr. William Aird is as follows:—

MINORITY REPORT, BY MR. WM. AIRD, MEMBER OF BOARD OF CONCILIATION AND INVESTIGATION APPOINTED BY THE GOVERNMENT TO INQUIRE INTO A DISPUTE BETWEEN THE GRAND TRUNK RAILWAY COMPANY OF CANADA AND ITS BRASS WORKERS AT MONTREAL.

Present, A. G. B. Claxton, K.C., in the Chair, and Messrs. Charlemagne Rodier and William Aird.

The Board sat on July 25, 26, 27, 28 and 29.

It listened to the evidence on behalf of the Brass Workers at Montreal, of Messrs. W. Hudson, T. Lohead, R. Dancey, D. Grey, E. Rogers, S. Stark, E. Wright, A. Bottombley and James Black.

The Grand Trunk Railway Company submitted statements regarding the wages, time and length of service of each of its brass workers engaged by the Company at Montreal, together with data explaining the contract system and how the prices on the various jobs were arrived at.

Both parties agreed that the employés were graded from 17 cents to 26 cents an hour, but that under the contract system the employés during the past year had earned from 26.6 cents to 35 cents an hour.

While demonstrating the work in order to arrive at a price for same, the foreman of the shop had endeavoured to arrive at a fair price for the various articles made and repaired in the brass shop, and had selected different men to “demonstrate” these pieces, i.e., the employés would have to demonstrate what would be the average length of time which it would take to complete the piece of work being demonstrated. The parties agreed that the employé demonstrating was instructed to put on it a fair average amount of labour and time and that while no time was to be needlessly lost, the employé was not to be hurried or harrassed while the demonstrating was in progress. The cost of the job is shown by the time sheet and the employés declared that the company added forty per cent. in money to the cost as demonstrated, e.g., if the cost as demonstrated amounted to \$1, the Company added forty per cent. to same, making the price of the labour on article so demonstrated \$1.40, and this price applies on all similar articles.

The employés stated that in every instance they have been able to make more money working on the contract or piece system than working on the hour system. The Company showed that the contract system had been in vogue for over thirty years, and that the recent demonstrations were occasioned by the changed conditions and style of work in order to revise and adjust the same, with a view to giving the men a greater incentive to turn out more work, and therefore make more money, and that they do this is borne out in the fact that they have earned higher wages, and that frequent requests have been received from the workmen to be placed on the contract system, and the brass workers have made from 39.7 per cent to 46.8 per cent. over and above their earnings at their rate per hour.

The employés advanced as a grievance that some of these demonstrations were made by low priced men, the result being that the better priced men, if they



had jobs as demonstrated by low priced men handed to them, could not make good money out of them.

The sworn statement of the Company shows that eighty-five per cent, of the Company's tariff prices have been made on demonstrations by men who are graded at 23 cents an hour, i.e., by the more experienced and highest paid class of brass workers.

The employés have no complaint against the foreman.

The employés stated that the shop was of a superior kind, well heated, well lighted and well ventilated. Mr. Rogers advanced the theory that the brass workers' occupation was an extra hazardous one, but was unable to show any deaths due either to tuberculosis or any accidents of any importance during the many years he has been employed by the Grand Trunk Railway Company.

The employés declared that they understood that the Canadian Pacific Railway Company classified their men as specialists, brass workers and labourers, and that the brass workers were earning 30 cents an hour, but this was not substantiated.

The Company submitted a statement from the books of the Garth Company, showing the men were graded from 18 cents to 32 cents per hour, and a statement from the Robert Mitchell Company, showing the men were graded from 20 cents to 30 cents an hour. The average rate in the Mitchell establishment is 25 cents and in the Garth establishment 24.72 cents.

The employés submitted that they felt that they were entitled to a flat rate of 30 cents, and that if this were granted they would not have to work so hard, and that the Company would receive just as much honest work as it does at the present time.

Some of the employés submitted that if the Company agreed to the minimum rate of 30 cents it would be possible to classify the men whose market value was 30 cents as brass workers, and to call the others labourers and specialists, and classify them at what they were worth.

I humbly submit that the brass workers' occupation is not a hazardous one, as alleged by the brass workers, as I have never known of an accident of a serious nature occurring during the past thirty years in the Grand Trunk Brass Shops;

CONSIDERING the market value paid to brass workers in the City of Montreal;

CONSIDERING the pension, sick benefits and accident systems, the privileges accorded employés in the way of free transportation for themselves and families over the Grand Trunk and foreign Railways, and of reduced railway and ocean rates;

CONSIDERING inasmuch as it has not been proven that the flat rate system will bring as good results to the employés as the contract system;

I take exception to the recommendation of the Board that the employés be graded from 20 to 28 cents, as it has not been shown that this would increase their earnings, but on the other hand it would materially decrease the output for the Company, and because such gradings would be a departure from the gradings as decided by the Board which arbitrated the differences between the Grand Trunk Railway Company and their machinists (of which the brass workers form a part) in 1907, affecting all such employés in Canada, the grading at the shops at Montreal



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being fixed at from 17 cents to 26 cents per hour, also because it would be unjust to the other employés of the Company at Montreal, of which the brass workers form only about one and a half per cent. of the total.

I take exception also to the recommendation of the Board, that all demonstrations be made by men who are earning not less than 23 cents per hour, and that as far as possible the shop arrive at a tariff price on all contracts within the next six months.

It was not necessary, in order to be fair to the interests of both the Company and the men to demonstrate by men earning 23 cents an hour, because the men by whom the demonstrations were made will be constantly employed on the class of work demonstrated, and the fact that the demonstrators were not hurried and were allowed a fair time in which to demonstrate and that the forty per cent. added by the Company in money to the value of the time demonstration ensures a margin sufficient to enable the men to earn fair wages, is proved by the percentages of increased earnings over and above the hourly rates shown by the statement of earnings during the past six months submitted by the Company to the Board; and with regard to completing the tariff prices within the time recommended; it would be an utter impossibility to have all the prices satisfactorily adjusted, owing to the variety of the work which is done in a railway shop, within the time specified.

My conclusions are that the men have not shown that they are entitled to a minimum flat rate of 30 cents per hour; and that if such a rate were granted, it would in some cases mean a decrease in their wages, and in view of the fact that the brass workers should be able with the prices in vogue, to earn over 30 cents per hour, as has been done in some cases, I do not feel that any change should be made in either the present rates or the contract system.

Respectfully submitted,

(Signed) WILLIAM AIRD.

MONTREAL, July 29, 1910.



**XVIII. APPLICATION FROM THE COMMERCIAL TELEGRAPHERS, MEMBERS OF THE COMMERCIAL TELEGRAPHERS' UNION OF AMERICA, EMPLOYED BY THE CANADIAN PACIFIC RAILWAY COMPANY.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—AGREEMENT CONCLUDED.**

Application received—June 23, 1910.

Parties concerned—The Canadian Pacific Railway Company and commercial telegraphers, members of the Commercial Telegraphers' Union of America.

Applicants—Employés.

Nature of industry concerned—Telegraphs.

Nature of dispute—Concerning demand for increased wages and improved working conditions.

Number of employés affected—600.

Date of constitution of Board—July 7, 1910.

Membership of Board—Mr. J. E. Duval, Montreal, Que., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. D. Campbell, Toronto, Ont., appointed on the recommendation of the employés.

Report received—July 25, 1910.

Result of inquiry—The Board presented a unanimous report in which it was stated that an agreement had been concluded between the parties on all points at issue.

The Minister of Labour received on July 25, the report of the Board to which was referred for adjustment certain matters in dispute between the Canadian Pacific Railway Company and its commercial telegraphers, arising out of a demand which had been made by the employés in question, for the adoption of a schedule of rules and wages providing for increased rates of pay and for improved working conditions. The number of employés affected in this case was estimated at 600, of whom 450 were males over twenty-one years of age, fifty males under twenty-one years of age, and 100 females.

The report was signed by the three members of the Board, namely: Mr. J. E. Duval, of Montreal, Chairman; Mr. F. H. McGuigan, of Toronto, appointed on behalf of the Company, and Mr. D. Campbell, of Toronto, appointed on behalf of the employés, and was to the effect that a satisfactory settlement of all points at issue was concluded on July 23, a schedule of rules and rates of pay embodying the agreement being signed by representatives of the Company and of the telegraphers, respectively. A copy of the schedule was embodied in the Board's report, the same to be effective from July 1, 1910, and to remain in force for a period of one year and thereafter, subject to thirty days' notice in writing from either party.

The Board expressed, also, in its report its appreciation of the spirit of fairness



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exhibited by the parties and of the hearty co-operation and assistance rendered by both the officers of the Company and the representatives of the employés in bringing about a satisfactory adjustment of all matters in dispute.

The Department was subsequently informed by letter from the parties concerned that the award of the Board was accepted by the Company and the employés respectively, as an adjustment of the matters in dispute. It was understood that the agreement between the Company and its commercial telegraphers provided for substantial increases in salary and for various other improvements in the employés' conditions of employment.

## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

TORONTO, ONT., July 25, 1910.

TO THE HON. W. L. MACKENZIE KING,  
Minister of Labour,  
OTTAWA, ONT.

Dear Sir:

In the matter of the dispute between the Canadian Pacific Railway Company and its Commercial Telegraphers, members of the Commercial Telegraphers' Union of America.

The Board of Conciliation and Investigation appointed under the Act in this matter, have the honour to report as follows: The Board commenced its hearings in the City of Toronto, on July 13, and concluded on July 23. Adjournments were arranged from time to time to enable the parties to negotiate between themselves, and meetings for this purpose were held in the Cities of Montreal and Toronto, both parties being attended by their representatives. We are pleased to report that a satisfactory settlement of all points at issue was concluded on July 23, and a schedule of rules and rates of pay embodying the agreement was signed by the representatives of the Company and the Telegraphers, as follows:—

## SCHEDULE.

## RULES AND WAGES FOR COMMERCIAL TELEGRAPHERS, CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPHERS.

EFFECTIVE JULY 1, 1910.

The following rules and schedule of wages shall govern the telegraphers employed by the Canadian Pacific Railway Company's Telegraphs.

1. Employés assigned to regular service as shown in the accompanying schedule of wages will be classed Commercial Telegraphers within the meaning of this schedule.

2. (a) Telegrapher's right of promotion will extend over each Telegraph Superintendent's division and will be governed by merit, fitness and ability. Where these are sufficient the senior telegrapher will be given preference.



(b) When a vacancy occurs the same will be filled by the appointment of the senior telegrapher who, in the opinion of the proper authority, is capable of filling the position.

(c) A complete list of all telegraphers within each Superintendent's division showing their seniority standing and salary will be kept on file in each Superintendent's headquarters, open to the inspection of all telegraphers concerned. The list shall be subject to correction on proper representation from any telegrapher.

(d) In case of reduction of staff the junior telegrapher will be dispensed with, and if reduction is necessary in higher grades the junior in the higher grade will have the privilege of continuing in the service, but at a reduced salary, and so on through each class until the junior class is reached.

(e) Any telegrapher in good standing whose services have been dispensed with on account of reduction of staff will be given preference of re-employment when the staff is increased.

3. A telegrapher declining or being unable to accept promotion does not forfeit his right to the same or any other position he may be entitled to under seniority when a vacancy occurs, but will rank junior to the telegrapher getting the promotion.

A telegrapher, on leave of absence when a vacancy occurs, will not be debarred from claiming position and receiving the appointment on resuming duty if entitled to it.

All vacancies shall be bulletined by the Superintendent within ten days from the time such vacancies occur.

Telegraphers will be given an opportunity to learn the electrical branch of telegraphy provided this is done on their own time.

4. If a telegrapher be taken off his work for any cause he shall be given a hearing, at which time he shall have the right to have a telegrapher of his own selection appear and speak for him, and shall have the right to appeal from the decision of the local to the general officers of the Company. Should no decision be reached within fifteen days, he shall receive his regular pay until the decision is arrived at. The accused party if he desires, shall be allowed to see the evidence produced against him.

If the telegrapher is found blameless in the matter under investigation, he will be paid at regular rates for time lost and necessary extra expenses while attending such investigation (if away from home) and re-instated.

5. Current rules governing holidays to apply. Transportation optional with the Company.

6. At offices where four or more telegraphers are employed except repeater offices the hours for work shall be as follows: Nine hours shall constitute straight day duty beginning between 8 a.m., and 9 a.m., eight and one-half hours shall constitute early morning duty, commencing between 6 and 8 a.m.

Seven and one-half hours shall constitute a split trick or early night duty. Seven hours shall constitute late night duty, and rate at which overtime shall be computed.



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At repeater stations nine hours shall constitute day duty, eight hours night duty and seven hours all night duty.

The average minimum performance on all Vancouver-Winnipeg, Montreal-Vancouver, Montreal-Winnipeg and Toronto-Winnipeg circuits shall be thirty messages per hour, and on all other first class circuits thirty-three messages per hour, allowing thirty words to count as one message in case of press, and twenty words shall be counted as one message in R. S. Business. Chief operators and traffic chiefs shall determine the carrying capacity of the circuit and any loss through interruption shall not be charged against operators' average.

7. A telegrapher leaving the service of the Company will, on request, as soon thereafter as practicable, be furnished with a certificate by the proper official stating term or terms of service, capacities in which employed, and whether discharged or leaving the service on his own accord. If discharged, cause of dismissal will be stated.

If detained more than five days waiting such certificate telegrapher will be paid regular wages for all time in excess of the five days. Unless otherwise requested, this certificate will be mailed to telegrapher at his last place of employment.

MINIMUM SCHEDULE OF WAGES.

Vancouver—  
15% at \$95 per month; 20% at \$90 per month; 30% at \$85 per month; 20% at \$80 per month; 15% optional with the Company.

PLACE.	Present salary.	Position.	Number of men.	New salary.
Bamfield.....	\$85.00	Operator.....	2	\$90.00
Nanaimo.....	85.00	Operator.....	2	65.00
Victoria.....	65.00	Operator.....	1	90.00
".....	75.00	Operator.....	1	85.00
".....	70.00	Operator.....	1	80.00
New Westminster.....	75.00	Operator.....	1	80.00
Kamloops.....	70.00	Agent.....	1	75.00
Rossland.....	80.00	Agent.....	1	80.00
Greenwood.....	65.00	Agent.....	1	65.00
Grand Forks.....	70.00	Agent.....	1	70.00
Vernon.....	50.00	Operator.....	1	55.00
Revelstoke.....	75.00	Operator.....	2	80.00
".....	60.00	Operator.....	1	70.00
".....	75.00	Operator.....	1	75.00
".....	70.00	Operator.....	1	70.00
Nelson.....	85.00	Operator.....	1	90.00
".....	75.00	Operator.....	1	80.00
".....	70.00	Operator.....	1	75.00
".....	65.00	Operator.....	1	70.00

Calgary—  
15% at \$95 per month; 20% at \$90 per month; 20% at \$85 per month; 20% at \$80 per month; 10% at \$75 per month; 15% optional with the Company.

PLACE.	Present salary.	Position.	Number of men.	New salary.
Cranbrook.....	\$80.00	Agent.....	1	\$90.00
Fernie.....	70.00	Agent.....	1	80.00
McLeod.....	60.00	Agent.....	1	65.00
Lethbridge.....	70.00	Operator.....	2	77.50
Edmonton.....	70.00	Operator.....	1	77.50
".....	65.00	Operator.....	1	75.00
Strathcona.....	60.00	Agent.....	1	65.00
Wetaskiwin.....	50.00	Agent.....	1	60.00
Red Deer.....	50.00	Agent.....	1	50.00
Banff.....	60.00	Agent.....	1	65.00
Medicine Hat.....	70.00	Agent.....	1	75.00
".....	60.00	Operator.....	1	65.00



PLACE.	Present salary.	Position.	Number of men.	New salary.
Swift Current.....	\$85.00	Operator.....	1	\$95.00
“ .....	75.00	Operator.....	1	82.50
Moose Jaw .....	76.95	Operator.....	1	82.50
“ .....	70.00	Operator.....	1	75.00
“ .....	60.00	Operator.....	1	67.50
Regina.....	75.00	Operator.....	2	82.50
“ .....	65.00	Operator.....	1	75.00
“ .....	65.00	Operator.....	1	70.00
Qu'Appelle.....	70.00	Agent.....	1	75.00
Saskatoon.....	75.00	Operator.....	1	85.00
“ .....	70.00	Operator.....	1	80.00
“ .....	70.00	Operator.....	1	75.00
Souris.....	45.00	Agent.....	1	45.00
Brandon .....	70.00	Operator.....	1	85.00
“ .....	70.00	Operator.....	2	75.00
Portage La Prairie.....	60.00	Agent.....	1	60.00
Kenora.....	65.00	Agent.....	1	70.00
Port Arthur .....	65.00	Operator.....	1	72.50
“ .....	60.00	Operator.....	1	62.50
Fort William.....	70.00	Operator.....	1	80.00
“ .....	70.00	Operator.....	1	75.00
“ .....	65.00	Operator.....	1	70.00
“ .....	60.00	Operator.....	1	65.00

Winnipeg (Main Office)—  
20% at \$95 per month; 20% at \$90 per month; 20% at \$85 per month; 20% at \$75 per month; 10% at \$70 per month; 10% optional with the Company.

Winnipeg (Station “WD” office)—  
25% at \$90 per month; 25% at \$85 per month; 25% at \$80 per month; 25% at \$75 per month.

PLACE.	Present salary.	Position.	Number of men.	New salary.
Winnipeg Branch “WD”.....	\$50.00	Operator.....	1	60.00
Winnipeg Branch “RX”.....	50.00	Operator.....	1	60.00
Sudbury.....	60.00	Operator.....	2	65.00
“ .....	50.00	Operator.....	1	55.00
“ (town).....	50.00	Operator.....	1	55.00
North Bay.....	65.00	Operator.....	1	75.00
“ .....	55.00	Operator.....	1	60.00
“ .....	50.00	Operator.....	3	55.00
Soo, Mich.....	50.00	Operator.....	1	55.00
“ .....	40.00	Operator.....	1	45.00
“ .....	30.00	Operator.....	1	35.00
Soo, Ont.....	75.00	Operator.....	1	80.00
“ .....	25.00	Operator.....	1	30.00

Toronto—  
10% at \$85 per month; 10% at \$80 per month; 10% at \$75 per month; 10% at \$70 per month; 15% at \$65 per month; 15% at \$60 per month; 30% optional with the Company.

PLACE.	Present salary.	Position.	Number of men.	New salary.
London.....	\$55.00	Operator.....	3	\$60.00
“ .....	40.00	Operator.....	1	45.00
“ .....	25.00	Operator.....	1	30.00
Hamilton.....	60.00	Operator.....	1	65.00
“ .....	50.00	Operator.....	1	55.00
“ .....	40.00	Operator.....	2	45.00
“ .....	30.00	Operator.....	1	35.00
Ottawa .....	70.00	Operator.....	1	75.00
“ .....	65.00	Operator.....	1	70.00
“ .....	60.00	Operator.....	1	65.00
“ .....	55.00	Operator.....	2	60.00
“ .....	45.00	Operator.....	1	50.00
“ .....	35.00	Operator.....	2	40.00
“ .....	30.00	Operator.....	1	35.00
“ .....	25.00	Operator.....	1	50.00
Russell House Commission Operator.....			1	50.00



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*Montreal—*

15% at \$85 per month; 10% at \$80 per month; 15% at \$75 per month; 15% at \$70 per month; 10% at \$65 per month; 10% at \$60 per month; 5% at \$55 per month; 20% optional with the Company.

PLACE.	Present salary.	Position.	Number of men.	New salary.
Quebec.....	60.00	Operator.....	1	\$70.00
".....	55.00	Operator.....	1	55.00
".....	45.00	Operator.....	1	50.00
".....	35.00	Operator.....	1	45.00
St. John.....	60.00	Operator.....	2	65.00
".....	55.00	Operator.....	1	60.00
".....	50.00	Operator.....	2	55.60
".....	45.00	Operator.....	1	55.00
".....	40.00	Operator.....	1	45.00
".....	35.00	Operator.....	2	40.00
Halifax.....	65.00	Operator.....	1	70.00
".....	55.00	Operator.....	3	60.00
".....	50.00	Operator.....	1	55.00
".....	35.00	Operator.....	1	40.00
".....	30.00	Operator.....	1	35.00
Canso.....	75.00	Operator.....	3	80.00
".....	45.00	Operator.....	1	50.00

The Company agrees that all telegraphers now employed in Vancouver, Calgary, Winnipeg, Toronto and Montreal shall receive an increase of not less than \$5.00 per month, provided this does not apply to telegraphers who entered the service since June 30, 1910.

This schedule shall remain in effect for one year, and thereafter subject to thirty days' notice in writing from either party.

(Signed) JAS. KENT,

*Manager of Telegraphs.*

*For the Canadian Pacific Railway Company.*

(Signed) C. E. HILL,

*General Chairman.*

*For the telegraphers.*

The Board desires to express its appreciation of the spirit of fairness, and for the hearty co-operation and assistance rendered by both the officers of the Company and the representatives of the employes in bringing about a satisfactory adjustment of all matters in dispute.

All of which is respectfully submitted.

(Signed) J. E. DUVAL, *Chairman.*

(Signed) F. H. MCGUIGAN, *For the Company.*

(Signed) D. CAMPBELL, *For the Telegraphers.*



**XIX. APPLICATION FROM MEMBERS OF THE TORONTO RAILWAY EMPLOYEES' UNION  
NO. 113, EMPLOYED BY THE TORONTO RAILWAY COMPANY.—BOARD ESTABLISHED.  
—UNANIMOUS REPORT BY BOARD.—STRIKE AVERTED.**

Application received—July 5, 1910.

Parties concerned—The Toronto Railway Company and employés, members of the Toronto Railway Employés' Union, No. 113.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Concerning demand for new working agreement.

Number of employés affected—1,300.

Date of constitution of Board—July 16, 1910.

Membership of Board—His Honour Judge John A. Barron, Stratford, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. P. Mullarkey, Montreal, Que., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employés.

Report received—August 20, 1910.

Result of inquiry—Board presented a unanimous report making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.

The Minister of Labour received on August 20 the report of the Board to which was referred for adjustment certain matters in dispute between the Toronto Street Railway Company and its employés, arising out of a disagreement on the schedule of rules and rates of pay to take the place of the three years' agreement which expired on June 16. The number of employés affected in this case was estimated at 1,300 males over 21 years of age. The report was signed by the three members of the Board, namely: His Honour Judge Barron, of Stratford, Ont., Chairman; Mr. J. P. Mullarkey, of Montreal, Que., appointed on behalf of the Company; and Mr. J. G. O'Donoghue, of Toronto, Ont., appointed on behalf of the employés, and was to the effect that a satisfactory settlement of all points at issue was concluded on August 16, a schedule of rules and rates of pay embodying the agreement being signed by the representatives of the Company and of the employés respectively. A copy of the schedule was embodied in the Board's report, the same to be effective from the sixteenth day of June, 1910, and to remain in force for two years from the above mentioned date. The new schedule of wages provided for increases as follows over the rates formerly prevailing: to motormen, conductors, and motor and truck repair men, in the first year of service, from 20 cents to 21 cents per hour; in the second year, from 22 cents to 23 cents; in the third year and after, from 23½ cents to 25 cents, to shed men-foremen, from 23 cents to 25 cents per hour, assistants, from 21 cents to 22 cents per hour; to car washers, from 20 cents to 21 cents per hour.



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The Board expressed in its report its appreciation of the spirit of fairness exhibited by the parties to the dispute and of the deep sense of responsibility which each side felt that it owed to the City of Toronto. It was the opinion of the Board that the final acceptance of the award was due to the large concessions made in the interests of the public by the President and officers of the Company on the one side, and their employés on the other. Referring to a critical period in the inquiry, the Board also stated: "It was then that the respective sides began preparations, one to order a strike, the other to meet it. In fact, both sides at this point kept calling for the award, eager to quickly meet the consequences which were then believed to be inevitable. It was at this critical moment that the splendid advantages of conciliation were most apparent."

## LETTERS OF CONGRATULATION.

The Chairman of the Board received numerous letters of congratulations on the successful issue of the Board's efforts, including a letter from the Mayor of Toronto. The communications exchanged between the Mayor and the Chairman of the Board were as follows:—

"His Honour JUDGE BARRON, STRATFORD,

"Dear Judge Barron,—The People of the City of Toronto were so vitally interested in the question of strike or no strike on the Toronto Railway Company's system that the news of the settlement of the difficulty in that regard was more than gratifying to the citizens and the municipal corporation. May I express my warm appreciation of your splendid efforts in these difficult negotiations, and may I compliment you on the success which attended those efforts. I am sure that I only voice the feelings of all the citizens when I say that we feel greatly indebted to you and your colleagues on the Conciliation Board. You have rendered services which have destroyed the possibility of a state of affairs arising which would threaten the prosperity of the city and the comfort of the citizens, and at this particular moment the success of the Exhibition.

"Again with thanks and every assurance of appreciation, I am, dear sir,

Yours very truly,

G. R. GEARY, *Mayor*.

## REPLY.

"Judge's Chambers, Stratford, August 24, 1910.

"My dear Mr. Mayor:

"I have just received your kind letter of the twenty-second instant, and I thank you for it. I rejoice with you and the citizens generally that a strike, with all its cruel and bitter consequences, has been averted, but you must permit me to say in all sincerity that in the proceedings which prevented it my own part was a minor one.

"It is easier to ask than to give. It was the Board's duty to ask, while it was the privilege of the Company and its employés to give, and owing to the generous



forbearance of the two principals on matters which to them seemed so absolutely essential, they are entitled to the chief credit for the happy result. Whenever confronted with the possible consequences to the public by being too insistent in their demands, the men would hesitate and waver, thus showing that they were properly regardful of the interest of the citizens, and in justice to Mr. Mackenzie and Mr. Fleming I must state that not further off than ten minutes before our report was signed, they, appreciating the importance of a peaceful solution, magnanimously changed their attitude in regard to a matter most important to the Company, and thus at the last minute saved the situation.

“Then let me add that when the work of the Board was all over there yet remained for Mr. O’Donoghue, the critical task of convincing 1,500 men—many of whom I know were intensely dissatisfied—that they should accept the award and depart in peace. He was splendidly successful, as you know, and to him therefore is due all the credit for the pacific ending of the Board’s labours. If I never lost confidence—and I think I never did—it was because of the deep concern plainly manifested by all parties for the comfort and welfare of the Toronto citizens.

“Believe me, dear Mr. Mayor

Yours very truly,

(Signed) JOHN A. BARRON.

The Mayor of the City of Toronto.”

#### FINDINGS ACCEPTED.

The Department subsequently received word that the findings would be acceptable to each party as a settlement of the dispute.

#### TEXT OF THE REPORT.

The full text of the report of the Board is as follows:—

In the matter of the Industrial Disputes Investigation Act, 1907, and Amendments thereto, and of disputes between The Toronto Railway Company, employers, and The Toronto Railway Employés’ Union No. 113, employés.

The Board of Conciliation and Investigation appointed by the Honourable the Minister of Labour, in pursuance of a recommendation of the parties immediately concerned, and under and in pursuance of the said Act and of its various Amendments, to consider and settle the said disputes, having taken upon itself the full burden and responsibility of investigating and endeavouring to settle the same, have made an expeditious and careful inquiry into all matters affecting the merits and the right of settlement thereof, and respectfully report to the Honourable the Minister as follows:—

The said Board sat for several days hearing the various statements advanced on behalf of the employers and employés and in receiving from them a large mass of documentary and other information in support of their respective views covering the disputes in question, and in this and other ways have endeavoured to fully and carefully ascertain all the facts and circumstances in connection with the said disputes.

2. They furthermore report that the findings of the Board, including its findings of the cause of the said disputes and the Board’s recommendations for the



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settlement thereof, according to the merits and substantial justice of the case, are embodied in a proposed agreement hereinafter set forth *in extenso* and marked "A", which agreement, dealing as it does with each item of the dispute, contains what, in the unanimous opinion of the Board, ought to be done by the respective parties concerned.

A strike has undoubtedly been averted. In obedience to the Statute in that behalf, every effort was made by the Board to induce the parties to mutually end their said disputes and thus come to a satisfactory agreement; and it is properly due to the parties concerned to say that each disputant realized the importance of this and diligently worked to that end by making concessions each to the other until a point was finally reached when further concessions on either side seemed utterly hopeless. It was then that the respective sides began preparations, one to order a strike, the other to meet it. In fact, both sides at this point kept calling for the award, eager to quickly meet the consequences which were then believed to be inevitable. It was at this critical moment that the splendid advantages of conciliation were most apparent. The President of the Toronto Railway Company and the employés met with the result that further conditions were waived and further concessions made by each side to the other.

It is just to the disputants to say that neither party ever overlooked the public interest; that the result of the negotiations had been mainly achieved from a deep sense of the responsibility each side felt that it owed to the City of Toronto, and the Board reports that if this award is finally accepted it will be because the President and Officers of the Company on the one side, and their employés on the other, have mutually made large concessions in the interests of the public.

All of which is respectfully submitted.

Dated at Toronto this twentieth day of August, A.D., 1910.

(Signed) JOHN A. BARRON, *Chairman.*

(Signed) J. P. MULLARKEY, *For the Company.*

(Signed) J. G. O'DONOGHUE, *For the Employés.*

(Schedule "A" referred to in the foregoing report and made part and parcel thereof.)

"A"

An agreement made this eighteenth day of August, A.D., 1910, between the Toronto Railway Company, hereinafter called "the Company", and a Committee of the employés of the said Company, appointed at a meeting open to all the employés of the Company, hereinafter called "the Committee."

Whereas, a certain agreement bearing date the thirteenth day of July A.D., 1907, entered into between the Company and a Committee of the Employés of the said Company, appointed at a meeting open to all the employés of the Company, held on the eleventh day of May, 1907, has expired by effluxion of time, and it is in the interest of the parties hereto that a new agreement should be entered into, whereby their mutual interests may be ascertained and fixed for the period of this agreement, having in mind as a first consideration, the service of the Toronto Railway Company as a public utility, and these presents are intended to carry out such a purpose.



Therefore it is agreed as follows:—

*First.*—All matters in dispute between the Company and its employés are hereby settled.

*Second.*—The wage schedule shall relate back and be in full force and effect on and from the sixteenth day of June, 1910, until the end of the term of this agreement, and shall be as follows:—

Motormen and conductors:

For first year.....	21 cents per hour.
For second year.....	23 “
For third year and after.....	25 “

Shed men:

Foreman.....	25 cents per hour.
Assistant.....	22 “
Car washers.....	21 “

Motor and truck repair men:

For first year.....	21 cents per hour.
For second year.....	23 “
For third year.....	25 “

*Third.*—The term of this agreement shall be for two years from the sixteenth day of June, 1910.

*Fourth.*—The Company will pay half the cost of the uniforms of the motormen and conductors who have been in the Company’s service for a period of one year, and will provide free uniforms for motormen and conductors who have been in the Company’s service for a period longer than two years, it being the understanding that no employé shall be required to pay for more than one uniform and a half. Regulations from time to time will be made by the Company to provide for protection against loss in this matter, from employés leaving the Company’s service.

*Fifth.*—The following regulation is agreed upon as to discipline: Any employé against whom charges may be received will be required to report when off duty to the Superintendent. His case will then be considered by the proper officials of the Company and will be dealt with upon the following principle: For minor cases he is to be warned. For serious cases, including drunkenness, drinking in uniform or drinking on cars; destruction of property, accidents through carelessness or neglect, missing fares through neglect, or carrying friends free, using stools on portion of route not allowed by Company, incivility to passengers and profanity on cars, he may be suspended or dismissed at the discretion of the proper official.

*Sixth.*—Any employé against whom any charges may be received shall have the right of appeal in person to the General Superintendent, and, except as to a charge of dishonesty, may bring with him in his interest a deputation or any committee of his fellow employés.



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Attendance in such capacity shall not operate to an employé's disadvantage. An employé standing on such deputation or committee, shall give due notice to his car-starter, or foreman, and, if he be a motorman or conductor, shall take his car upon reporting to his car starter and shall not be required to report in the usual course to the Head Roadmaster.

*Seventh.*—The Company will provide seats for motormen upon closed cars, and will also provide seats for motormen upon open cars, if a fixed seat of a pattern which will not interfere with the public can be obtained. In the event of it being found impossible by the Manager to obtain a satisfactory fixed seat, motormen to be allowed to provide and use uniform portable stools of design to be approved of by the Manager, for open cars, provided such stools can be used without interfering with the use of the front seat of open cars by the public. Motormen to have the right to use such seats upon certain portions of the line, notice of which will be subsequently issued by the Company.

*Eighth.*—Having due regard to all the conditions of the service, the Manager undertakes that the schedules will be so arranged that the hours worked on the cars will be put in within the least number of hours as in his opinion will be considered practicable and consistent with the service performed by the Company. Provided, however, that nothing herein contained shall be taken to vary, alter or modify any of the terms or conditions mentioned in certain contracts between the City of Toronto and the Toronto Railway Company dated September 1, 1890 and March 26, 1897.

It is understood that the Company reserves its right to vary the schedules for Sunday work and allot the time to motormen and conductors in whatsoever manner may be considered by the Management to be in the interests of the services to be performed to the public; and it is agreed that regular and relief men shall, as heretofore, be paid for Sunday runs the time scheduled to them on the board for their week-day runs, excepting where such time is exceeded on Sunday, in which case they shall be paid *pro rata* for the actual time they work on Sunday. But taking into consideration the necessities of the service to the public and the interests of the Company, the Management will arrange the Sunday schedules to conform as nearly as possible to an eight-hour day basis.

*Ninth.*—The Company, will, upon application to the car-starter or foreman, give leave of absence to employés for a reasonable period of time when their services can be spared, and in the event of the refusal of the car starter or foreman, the matter to be settled by the Superintendent.

*Tenth.*—The Company will not discriminate against employés by reason of their being members of any organization.

*Eleventh.*—On the lines where no office of the Company is passed, or close by, an officer of the Company will collect and exchange fare boxes at points appointed for the purpose.

*Twelfth.*—It is understood that only the men in the shops required for the necessities of the service shall be compelled to work on Saturday afternoons, excepting when, in the opinion of the Management, the services of all the men, or any of them, are required on Saturday afternoon to meet the necessities of the business.



*Thirteenth.*—Tools necessary for work in the motor shop shall be supplied employés. The men shall not take tools away from the shops, and shall be responsible for breakages or loss occasioned by their negligence, and must return said tools in good condition; in default of doing so, they must pay for same.

*Fourteenth.*—The men in the Motor Shop and its branches shall be given five minutes in which to wash before leaving work, and any employé abusing this privilege, in the opinion of the Management, shall be subject to dismissal.

*Fifteenth.*—The General Superintendent or Manager shall receive a Committee of Employés at any reasonable time to discuss any matters arising out of this agreement.

*Sixteenth.*—All rights, privileges and immunities now enjoyed by, and obligations of, the employés shall continue.

*Seventeenth.*—All cars shall be properly equipped before being taken out each morning; but this shall not relieve any conductor from his obligation to see that his car is properly equipped.

*Eighteenth.*—The change slip pertaining to the fifth off-day shall be discontinued and men who are entitled to five off-days per month shall be allowed the same.

In witness whereof the parties hereto have executed these presents.

Dated at Toronto, this 18th day of August, A.D., 1910.



## SESSIONAL PAPER No. 36a

**XX. APPLICATION FROM THE SHIPLINERS OF THE PORT OF MONTREAL EMPLOYED BY THE ALLAN LINE, THOMSON LINE, LEYLAND LINE, WHITE STAR-DOMINION LINE, CANADA LINE, SOUTH AFRICAN LINE, MEXICAN LINE, MANCHESTER LINERS, BLACK DIAMOND LINE, HEAD LINE, CANADIAN PACIFIC RAILWAY COMPANY'S STEAMSHIP LINE, AND ALL OTHER SHIPOWNERS WHOSE VESSELS ARE NAVIGATING IN THE PORT OF MONTREAL.—BOARD ESTABLISHED.—NO CESSATION OF WORK.**

Application received—August 8, 1910.

Parties concerned—Various Shipping Companies doing business at the Port of Montreal, comprised in the Shipping Federation of Canada, and shipliners of the Port of Montreal.

Applicants—Employés.

Nature of industry concerned—Shipping.

Nature of dispute—Concerning wages, hours, and conditions of employment.

Number of employés affected—200.

Date of constitution of Board—August 22, 1910.

Membership of Board—Mr. W. D. Lighthall, K.C., Montreal, Que., Chairman, appointed by the Minister of Labour in the absence of any joint recommendation from the other members of the Board; Mr. J. Herbert Lauer, Montreal, Que., appointed on the recommendation of the employing Companies; and Mr. George Poliquin, Montreal, Que., appointed on the recommendation of the employés.

Reports received—September 16 and September 17, 1910.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. J. Herbert Lauer, member appointed on the recommendation of the employing Companies. The report of the Board was accepted by the employés concerned; the Companies expressing a willingness to accept the minority report. No cessation of work occurred.

The Acting Minister of Labour received on September 16, the report of the Board of Conciliation and Investigation to which had been referred certain differences between the various shipping Companies doing business at the Port of Montreal, and the shipliners of that Port; on September 17, a minority report was also received, bearing the signature of Mr. J. H. Lauer, of Montreal, Que., member appointed on behalf of the employing Companies.

The differences in question related to wages, hours and conditions of employment.

The Board which was appointed to investigate this dispute was composed of Mr. W. D. Lighthall, K.C., of Montreal, Que., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. H. Lauer, of Montreal, Que., member appointed on the recommendation of



the employing Companies, and Mr. George Poliquin, of Montreal, Que., member appointed on the recommendation of the employés. The Board was convened in Montreal on August 23 and continued to hold sittings until September 13.

The Board was unanimous in its findings with regard to all points at issue, except the question of a minimum rate of wages, the Chairman and Mr. George Poliquin concurring in recommending a rate of 25 cents for day and 32 cents for night work. The Board reported that the shipliners had withdrawn their request that hiring should be made by the foreman and that shipliners should make repairs instead of the carpenters on board. A memorandum by the Chairman was attached to the report, giving the reasons for his final decision.

In his minority report, Mr. J. H. Lauer, of Montreal, Que., expressed regret that he had been unable to agree with the majority of the Board, but submitted that the weight of evidence did not justify the demand for an increase of wages.

On the sixteenth of the month, the Department was informed that the shipliners of the Port of Montreal had accepted the findings of the Board for a period of one year from the date of the award.

On September 30 the Department was informed that a meeting had been held in Montreal, on September 29, of the representatives of the various shipping Companies concerned in this dispute, and, "that in view of the findings in the minority report, they respectfully regret that they cannot see their way clear to accept the findings of the majority report."

#### REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

MONTREAL, September 13, 1910.

*In re* the Industrial Disputes Investigation Act 1907, and *in re* the Shipping Companies of the Port of Montreal, employers, and the shipliners of the Port of Montreal, employés.

F. A. ACLAND, ESQ.,  
Deputy Minister of Labour.  
OTTAWA.

DEAR SIR,—The undersigned members of the Board of Conciliation, appointed in this matter, beg respectfully to report as follows:—

Their first meeting was held on the twenty-third August, 1910, and subsequent meetings on the twenty-ninth, thirtieth in the morning, and thirtieth in the afternoon, on Tuesday, September 6, 7, 9, 10 and 13. Several delays having occurred at the request of the parties.

After hearing witnesses and the production of statistics and having prolonged discussions on the various questions raised, the Board has come to the following conclusions:—

1. The Board has all agreed on the following points:—

(a) The working hours shall be from 7 o'clock a.m. to 12 o'clock noon, and from 1 o'clock p.m. to 6 o'clock a.m., for night work; night meal to be taken



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between 11 o'clock p.m. and 12 o'clock midnight, each man being entitled to one hour, and ship owners to supply night meal either by ticket or cash to the value of 20 cents. The Board recommends the ticket system in preference to cash, and that the various superintendents satisfy themselves that good value is given by the restaurants.

(b) No meal hours shall be paid for unless worked, and in this case shall be paid at double rate.

(c) Sunday work shall be paid for at double rate.

(d) Waiting time shall be paid only from the time ordered. Day time at day rate; night time at night rate.

The Shipliners withdraw their request that hiring be made by the foremen, and that shipliners shall make repairs instead of the carpenters on board.

2. With regard to minimum rate of wages, the Board do not agree, the majority, composed of the Chairman and Mr. Poliquin, representing the employes, concur in recommending a rate of 25 cents a day, and 32 cents night work.

The minority, being Mr. Lauer, representing the employers, will present a minority report, to be attached hereto.

The whole is respectfully submitted,

*(Signed)* W. D. LIGHTALL, *Chairman.*

*(Signed)* GEORGE POLIQUIN,

*(Signed)* J. H. LAUER,  
*Representing the Shipping Company's  
Minority Report.*

## MEMO OF REASONS OF CHAIRMAN (AMONG OTHERS) FOR HIS FINAL DECISION OR REPORT

1. Increase as recommended, (25 cents day, 32 cents night) is as nearly as possible equal to an increase of 2 cents an hour on the day basis—the night being reduced from  $33\frac{3}{4}$  cents at present obtained. This 2 cent rate totals about 25 cents per day. That an increase was fair is deducible from, among other facts, the recent increase of the longshoremen, whose business is comparable with that of the shipliners.

2. The longshoremen received  $27\frac{1}{2}$  cents per day and their night rate was at rate of day and a half. They now receive 30 cents day and 35 cents night, which is regarded as an increase, and intended as such. (Some received a bonus, but for an extra cause.) The present recommendation is comparable generally with this, as being on the principle of an increase.

3. A larger increase would be unfair to the employers and probably out of proportion to other trades. The longshoremen, for example, though not having the grade of skill possessed by the shipliners, more than make it up in the heavy nature of their labour and ought to receive somewhat more than shipliners. Shipliners compare in some respects with the ordinary carpenters in shop employment, but though they require a less measure of skill, the work is more intermittent and exposed, hence their hour rates should equal these.



4. There was no convincing evidence that the increase recommended would injure the trade of the port or cause loss to the employers. The trade, a number of years ago, was much larger, but appears subject to only ordinary fluctuations in its present value.

5. The employers offered an increase of 1 cent a day hour. The increase recommended by me was 1 cent more. If this be accepted and an agreement settled on that basis, it will be better than an unsettled condition of affairs. The same employers gave the longshoremen a bonus of  $2\frac{1}{2}$  cents for steady season engagement.

(Signed) W. D. LIGHTHALL, *Chairman.*

SEPTEMBER 14, 1910.

#### MINORITY REPORT.

The text of the minority report of Mr. J. H. Lauer, is as follows:—

EASTERN TOWNSHIPS BANK BUILDING, MONTREAL, September 15, 1910

F. A. ACLAND, ESQ.

Deputy Minister of Labour and Registrar of Boards of Conciliation and Investigation.

OTTAWA, ONT.

SIR,—In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of differences between the various shipping Companies doing business at the port of Montreal and the shipliners at Montreal.

I regret to be unable on the part of the Shipping Companies herein represented to concur in the award rendered by the majority of the Board, as I respectfully submit that the weight of evidence adduced on both sides does not justify the demand for an increase of wages.

The reasons which lead me to this deliberate conclusion have already been stated in a general way in the memorandum submitted under date of September 5, 1910, to the Chairman, and which I have asked to be embodied in the Board's report as giving a just and accurate statement of the actual conditions existing in this port at the present moment with reference to the shipping and transportation of cattle. I now propose to sum up these conclusions as briefly as possible:—

(a) It is an obvious truism that capital will always seek the cheapest market for its supplies, whether of materials or labour. If a line of business is unremunerative it will in the very nature of things be dropped sooner or later. We have just about reached that point now at which cattle shipping has ceased to be a paying branch of the business. The export cattle trade, unfortunately, has shown a marked decline during the past few years, both in the number of cattle shipped, and the freight rates obtained by the Shipping Companies. Indisputable evidence has been tendered by leading exporters, as well as by the Companies, that rates at present are actually producing a loss. The following authentic figures, compiled from the actual records of cattle shipments and cattle rates during the past two or three years, were put in evidence, and are not disputed:—



Cattle Rates.

1909 Highest.....	32%	Lowest.....	25%
1910 Highest.....	30%	Lowest.....	20%

Whereas the figures of thirty per cent. per head may be regarded as a fair standard price for reasonably remunerative transportation, the figure this year has averaged less than twenty-five per cent. There is also a keen competition from American ports, exporters producing telegrams from Boston and Philadelphia quoting rates as low as fifteen per cent., and even ten per cent. per head, the desire apparently being to capture Canadian business even at a dead loss. Business once diverted from this port would be difficult, if not impossible, of recovery; and failing this traffic, there evidently would be no need of any shipliners.

Cattle Shipments.

From May 1 to July 31 inclusive, we have the following figures:—

1908.....	37,943
1909.....	39,071
1910.....	28,209

It has been claimed by the other side that the balance of the season, August to November, would reverse all this. On the contrary, the figures for these months show a still heavier loss:—

1908.....	73,084
1909.....	57,079

Under these circumstances, much as the Companies might desire to see their employes participate in any profitable enterprise, the present outlook in the cattle trade certainly does not warrant loading an unprofitable line of cargo with still greater charges.

The following significant statements were made at the last session by the leading steamship Company:—

1. “The net profit in carrying cattle at present is so small and the competition “so keen that any increase in wages will tend to divert the business to American “ports. A large percentage of our Canadian cattle are to-day moving in that “direction.
2. “If the increases in lumber, supplies and wages go on increasing in the same “ratio as in the past, the question as to whether it will be profitable to handle “cattle or not is a matter which ship owners will be obliged to give serious con- “sideration. Our cattle question for the future seems a doubtful and unsatisfac- “tory problem. In my opinion it would be against the interests of all concerned, “including the men, to add one cent more to the cost of handling cattle.”

(b) We are not dealing here with “skilled labour,” The shipliners are really “helpers or handy-men,” and the current rate of wages for unskilled to partly skilled labour is at present \$1.75 to \$2.25 per day. It must also be borne in mind that a fair to a good journeyman carpenter is earning to-day, 25 cents to 30 cents per hour, and we cannot compare this skilled mechanic requiring a \$100 kit of



tools with the average shipliner whose only requirements are an axe and a saw, needed to erect rough partitions on board for cattle.

(c) It must further be remembered that the present rate of wages of 22½ cents for day work, really represents far more actual earnings than is apparent at first sight. A large part of the work is night work, paid for at time and one-half, and occasional Sunday work at double time. The actual pay-sheets for the current year were produced, showing that the average pay for steady employés runs from \$12 to \$16.25 per week, and in the case of foremen even up to \$21.55 and \$25 per week; so that this class of work cannot justly be termed under-paid. The combined average pay of day and night work, with 2 cents an hour added for the meal paid for by the Companies, actually brings the all-around rate of wages up to about 30 cents an hour, equal to the pay of the best carpenter mechanics in the city. It has also been shown that since the year 1900 the rate of pay has steadily increased with the cost of living, rising from 16 cents an hour in that year, to 22½ cents at present.

As the representative of the Shipping Companies on the Board, I regret to be unable to concede an increase in the minimum rate which must stand as under:

*Ship Liners.*—Day work, 22½ cents; night work, 33½ cents; double time as specified in my schedule, 45 cents per hour. These rates also cannot be applied to what is known as “Wood Passers” who are admittedly paid a lower rate, and whose wages must be a matter of arrangement between them and their individual employers.

I wish to emphasize that the various representatives of the Companies testified under oath that their relations with the men were entirely friendly, and that no complaint had been made to them.

It is a matter of history that some years ago the well-known P. & O. Company, of London, then had their ship lining and veneering done in London. A strike of French polishers ensued, with the result that now the P. & O. Company have all their ships re-fitted in Bombay, at far less cost, and the whole business is lost to the Port of London. It has also been admitted by the representative of the shipliners that with only two or three exceptions the steamers trading to this Port now have permanent cattle fixtures erected on the other side, where the labour is cheaper. Is not the inference obvious?

The foregoing proves conclusively that the present demand is not opportune; it is doubtful if there is any general demand behind it. And finally, if persisted in, I do not hesitate to warn the shipliners that they are being misled as to the present condition of the cattle trade, and are in danger of seeing their very livelihood depart forever from the Port of Montreal. This is precisely what has already taken place in the Port of Quebec, where the former flourishing shipping industry has been permanently destroyed by incessant labour troubles, and which port now stands black-listed in all ship chartering guides, as a place to be avoided because of unsatisfactory labour conditions.

The whole of which is respectfully submitted.

(Signed) J. H. LAUER,  
*Representative of the Shipping Companies on the Board.*



## SESSIONAL PAPER No. 36a

**XXI. APPLICATION FROM LINEMEN, MEMBERS OF LOCAL NO. 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, EMPLOYED BY THE BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY.—BOARD ESTABLISHED. —SETTLEMENT EFFECTED.**

Application received—August 22, 1910.

Parties concerned—The British Columbia Electric Railway Company and linemen, members of Local No. 213, International Brotherhood of Electrical Workers.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Concerning demand for removal of foreman of linemen.

Number of employés affected—50.

Date of constitution of Board—August 26, 1910.

Membership of Board—Mr. A. E. Beck, Vancouver, B.C., appointed on the recommendation of the employing Company; and Mr. James H. McVety, Vancouver, B.C., appointed on the recommendation of the employés.

Report received—September 12, 1910.

Result of inquiry—Pending the appointment of a Chairman a telegram was received in the Department stating that the matters in dispute had been settled.

The Minister of Labour received on September 7, information of the settlement of a dispute between the British Columbia Electric Railway Company of Vancouver, B.C., and its linemen. The dispute in question grew out of a demand which had been made upon the Company by the linemen for the removal of a certain foreman, on account of alleged threats by him to “discharge all Englishmen and Canadians in the employ of the Company,” and alleged further threats to reduce wages contrary to the provisions of agreements in force between the Company and its employés.

Mr. Albert E. Beck, of Vancouver, B.C., was appointed a member of the Board on behalf of the employing Company, and Mr. James H. McVety, of Vancouver, B.C., on behalf of the employés.

On September 12, the Minister of Labour received the formal report, signed by the two members of the Board of Conciliation and Investigation, and in a communication which accompanied the report, the following statement was made: “Believing the purpose of the Industrial Disputes Act to be conciliatory, we felt justified in using every available means to settle the dispute without completing the Board, and giving the matter undue publicity, and in this we were successful, thanks to the fair spirit shown by Messrs. Sperling and Payne, General Manager of the Company, and Business Agent of the Linemen, respectively.”



## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

VANCOUVER, B.C., September 6, 1910.

F. A. ACLAND, ESQ.,  
Deputy Minister of Labour and Registrar,  
OTTAWA, ONT.

Dear Sir,—

In connection with the dispute between the British Columbia Electric Railway Company and linemen in the Company's employ, we beg to report as follows:—

On receipt of notice of our appointments as representatives of the employer and employés, respectively, meetings were held on August 26, 27, 29, 30 and 31.

After discussing the selection of a Chairman for some time, we decided to investigate the merits of the dispute referred for adjustment, in the hope that an arrangement could be arrived at without the necessity of completing the Board by the selection of a Chairman. Representatives of the Company and the linemen were brought together, and after some discussion and consideration, an arrangement was finally arrived at whereby the dispute was settled satisfactorily to all parties concerned.

The necessity for the appointment of a Chairman, therefore, no longer exists, this report concluding the investigation.

Yours truly,

*(Signed) A. E. BECK, Representing the Employer.*

*(Signed) JAS. H. MCVETY, Representing the Employés.*



SESSIONAL PAPER No. 36a

**XXII. APPLICATION FROM MAINTENANCE-OF-WAY EMPLOYEES OF THE CANADIAN PACIFIC RAILWAY COMPANY.—BOARD ESTABLISHED.—STRIKE AVERTED.**

Application received—September 3, 1910.

Parties concerned—Canadian Pacific Railway Company and maintenance-of-way employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning wages and revision of schedule.

Number of employés affected—4,000.

Date of constitution of Board—September 21, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Reports received—March 1 and March 4, 1911.

Result of inquiry—The report of the Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on the recommendation of the employing Company. The report was, however, accepted by both parties to the dispute, a strike being thereby averted.

The Minister of Labour received, on March 1, the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Canadian Pacific Railway Company and its maintenance-of-way employés. A minority report was also received in this matter, on March 4, from the representative of the Company.

In the application for the establishment of this Board it was stated that the dispute in question related to a demand on the part of the employés concerned for an increase in the wage rates and a revision of the existing schedule of rules. The number of employés affected by the dispute was given as 4,000.

The Board which was appointed to investigate this dispute was composed as follows:—Messrs. F. H. McGuigan, of Toronto, Ont., and W. T. J. Lee, of Toronto Ont., members appointed on the recommendation of the Company and of the employés respectively, and His Honour Judge D. McGibbon, of Brampton, Ont., Chairman, appointed by the Minister of Labour in the absence of any joint recommendation from the foregoing members of the Board. Sittings were held at Toronto, Winnipeg, and Montreal, continuing from September 24, 1910, until February, 9, 1911.

The majority report was signed by the Chairman and Mr. W. T. J. Lee, representing the employés concerned. A schedule of rules and rates of pay was submitted which they believed would be fair as between the contending parties. This



schedule was to take effect from December 1, 1910, and was not to be changed unless upon sixty days' notice by either party, to be given between May 1 and November 1 in any year.

The minority report bore the signature of Mr. F. H. McGuigan, the representative of the Company. A schedule of rules and rates of pay recommended by Mr. McGuigan was also attached. In his report Mr. McGuigan gave his reasons for not agreeing with the other members of the Board, and also endeavoured to show that the claims of the employés were unfounded. A comparative table was furnished, showing the average rates of pay on the railways of Canada and those of the United States while Mr. McGuigan maintained that the maintenance-of-way employés were better paid in Canada than in the United States.

On March 4, the Department was informed of the acceptance by the employés of the majority report, and in a communication from the Canadian Pacific Railway Company, under date of March 30, it was stated that "the majority report will be accepted by this Company in so far as it affects employés upon its lines in Canada."

#### REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:

HON. W. L. MACKENZIE KING, C.M.G.,  
Minister of Labour,  
OTTAWA.

In the matter of a dispute between the Canadian Pacific Railway Company and its permanent Maintenance-of-Way employés.

The undersigned members, a majority of the Board of Conciliation appointed under the Act in this matter, have the honour to report as follows:—

The Board met at Toronto, on the 24th and 27th days of September, 1910, and adjourned its sittings to Winnipeg where it met on the 5th and 6th days of October, 1910, and at Toronto on the 22nd and 26th days of October, 1910, and on the 16th day of November, and at Montreal on the 4th, 5th, 6th, 7th and 8th days of December, 1910, and at Toronto on the 10th, 11th, 12th, 16th, 24th and 26th days of January and on the 1st, 8th and 9th days of February, 1911. The men were represented on the Board by Mr. A. B. Lowe of St. Louis; Mr. Henry Irwin, of Portage la Prairie, Mr. Wm. Dorey of Woodstock, N.B., Mr. A. E. Barker of Portage la Prairie and Mr. F. J. Fljoldal, Warroad, Minn., and the Company by Mr. James Leonard, Montreal; Mr. Gutelius, North Bay, and Messrs. Bury and Arundel of Winnipeg.

A great amount of the time of the Board was taken up in the hearing of the evidence tendered by the employés upon the conditions under which they were working, the costs of living, &c., and by the Company's representatives upon the rates of pay submitted by them in force upon other roads, especially upon roads in Western Canada contiguous to the Company's lines of Railway. After giving due consideration to all the evidence submitted by the parties to the dispute, the undersigned members of the Board would recommend to the Company and the



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employés the schedule of conditions and rates of pay hereunto annexed as written believing that these conditions and rates of pay, if placed in operation by the Company and submitted to by the men, would be fair as between the contending parties as a settlement of the dispute.

When additional positions of a like class are created by the Company, compensation is to be fixed in conformity with that of similar positions as shown in this schedule.

The undersigned members of the Board are of the opinion that notwithstanding that the application for a Board to you was made in or about the month of August last, that this schedule and conditions hereto annexed should commence and have effect as of the 1st day of December, 1910, and if accepted by the parties, should not be changed unless upon sixty days' notice by either party to be given between the 1st day of May and the 1st day of November in any year. These rules and conditions are not intended to take away any privileges that are now in effect with the employés.

We beg to thank the officers of the Company and the Representatives of the men for their courtesy and consideration during the sittings of the Board, all of which is respectfully submitted.

Dated at Toronto this 15th day of February, 1911.

*(Signed)* D. MCGIBBON, *Chairman.*

*(Signed)* W. T. J. LEE, *For Employés.*

SCHEDULE OF RULES AND RATES GOVERNING THE SERVICE OF MAINTENANCE-OF-WAY  
EMPLOYÉS ON THE CANADIAN PACIFIC RAILWAY.

Effective December 1, 1910.

*Section 1.* By permanent maintenance-of-way employés is meant men employed in the Track, Bridge and Building Department, signalmen (not telegraphers) pumpmen and pump repairers on such parts of the line as are open for traffic, and who have been in the maintenance-of-way service continuously for nine months or more or who have had nine months' cumulative service during the two years immediately preceding, these will hereafter be referred to as employés. Labourers in extra gangs, unless those practically engaged all the year round, will not be ranked as permanent employés.

*Section 2.* Ten hours shall constitute a day's work excepting for track and bridge watchmen, signalmen (except when employed as telegraph operators) pumpmen and pump repairers. When required to work in excess of these hours, time will be allowed for such excess at the rate of time and one-half. Time and a half will be allowed for Sundays, Christmas and New Year's Day. Employés called for or kept on duty after having been relieved at six p.m., on regular working days shall receive a minimum of four hours, and shall not be required to suspend work in schedule working hours to equalize overtime.



(a) Twelve hours will constitute a day's work for bridge and track watchmen, signalmen, pumpmen and pump repairers. When required to work more than twelve hours straight time will be allowed.

(b) In emergencies employés will not be required to work more than twenty-four hours continuously without a rest of eight hours.

(c) Employés detained or travelling on orders of the Company after regular working hours will be allowed straight time.

(d) Foremen will be allowed straight time for wet days, provided they remain on duty.

(e) In computing time one hour will be allowed for thirty to sixty minutes. For less than thirty minutes no allowance will be made.

(f) When the Company's interests do not suffer thereby shopmen will be allowed at their request to quit work at noon (12K) on Saturday during the summer months. On being required to work after these hours overtime will not begin until six p.m. or 18K.

(g) Employés transferred by the Company to the Construction Department will not lose their seniority standing as employés.

*Section 3.* Employés will be promoted hereafter on their respective Superintendent's Divisions in order of seniority, provided they are qualified. Senior employés shall be advised of vacancies or of any new appointments (except official positions) that may occur in the Department in which they are employed, and their applications, if presented within ten days, will be considered. Employés may be transferred from one division to another for extra gang work, or on the opening of new lines, or when the necessary qualified men for maintenance-of-way work are not obtainable on the Division.

(a) Employés refusing promotion become junior to employés accepting such promotion.

(b) An employé transferred to another Department at his own request or transferred from the Bridge and Building Department to the Road Master's Department or *vice versa* will lose his seniority standing.

(c) Employés leaving the service of the Company when their services are required in event of re-employment will rank as new men.

(d) A list of all employés will be prepared for each Superintendent's Division and such list will show the seniority standing of each employé. The lists will be revised from time to time to agree with length of service and promotions made and a copy will be furnished to representative of employés. They will be open for correction on proper representation by the employé to the head of his Department.

(e) In the event of reduction in the number of men employed those longest in the service shall have preference of employment.

(f) The position of track and bridge watchmen and signalmen at crossings (not interlocking) is not one subject to the general rules of promotion, being intended to take care of men in any Department who become unfitted for other service.

*Section 4.* No employé shall be suspended (except for investigation) or discharged until his case has been investigated and he has been proven guilty of the offence charged, the decision in such case to be arrived at within ten days from



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date of suspension. If an employé be found blameless he will be re-instated and paid at schedule wages for time lost, and will be reimbursed reasonable expenses if away from home in such case. If detained more than ten days at Company's instance, awaiting decision, he will be paid schedule wages for all time lost in excess of ten days regardless of decision reached. An employé may have the assistance of another employé during the investigation should he so desire.

A written statement setting forth the result of investigation and the reasons therefor will, if requested, be furnished by the Company to the employé or employés affected.

(a) Should an employé at any time consider himself unjustly treated for any cause whatsoever he shall be entitled to a fair and impartial investigation within thirty days from date of complaint by him to his superior officer in writing, and a decision shall be given him in writing within ten days thereafter.

(b) Appeals from decisions must be made in writing by the employé through his Road Master or Bridge and Building Master within fifteen days after being advised of such decision, and should an appeal be sustained the employé shall be re-established and he shall be recompensed at the regular rate of pay for all time lost.

*Section 5.* Leave of absence and free transportation will be granted to members of duly appointed Committees for the adjustment of matters in dispute between the Company and employés so far as is consistent with good service, within ten days after request in writing has been made on the proper officer.

*Section 6.* Employés taken off their regular sections to work temporarily will be compensated for board and lodging expenses they necessarily incur.

(a) Bridge and building employés taken from their place of residence or boarding outfits will be compensated for the expenses they incur, such expenses not to exceed 75 cents per day on eastern lines and \$1 per day on western lines.

(b) Foremen taken from their gangs for any reason for one day or more will be relieved of the duties of foremen during their absence and the relieving foreman will be paid the rate of foreman during the absence of the regular foreman.

(c) A regular section foreman having his gang increased to over twenty men for fourteen days, or over, shall receive extra gang foreman's rates.

*Section 7.* Employés required to attend to and light semaphore and switch lamps before or after their regular hours will receive schedule rate of sectionmen's pay. Where lamps are located at more than half a mile from the station they will be attended to in regular working hours. Employés required to walk track to attend lamps on Sundays, shall receive wages at the rate of time and one-quarter. In terminal and large yards where the lampman's duties require him on duty all day they will receive time and one-quarter on Sundays, Christmas and New Year's Day.

(a) Employés shall be paid straight time while attending to fires in tanks or pump houses after their regular hours.

*Section 8.* Employés called out for emergency work outside of their regular working limits requiring their absence beyond their regular working hours will be supplied with boarding cars or given an opportunity to procure meals when desirable and practicable. No employé will be required to work more than seven hours



without food and shall receive time and one-half upon being called to work on emergency or wreck work.

*Section 9.* The Company will keep section houses in good repair; the cost of repairs other than ordinary wear and tear will be charged to occupants.

(a) Section houses shall be for the use of section foremen and their families and regular men and when necessary for telegraph operators. Their surroundings must be kept clean by occupants.

(b) At city points where there are no section houses the section foreman shall receive \$7 additional per month, and at all other points where there are no section houses the Company shall pay \$4 additional per month.

(c) Where water is transported for the use of section gangs good water and suitable sunken tanks with pumps will be provided.

*Section 10.* Employés will be granted leave of absence and passes or reduced rates in accordance with the current general regulations of the Company.

(a) Opportunity and free transportation will be given to employés for getting to their places of residence at week ends when the Company's interests do not suffer thereby.

(b) Employés will be granted free transportation and leave of absence four times each year to attend their meetings. Such free transportation will not extend beyond their Superintendent's Division and the leave of absence will not exceed two days, and then only consistent with good service and provided the Company is not put to additional expense.

(c) Employés laid off through reduction when re-engaged within one year will be granted free transportation to place of work over General Superintendent's Division on which he was formerly employed.

*Section 11.* Bridge and building gangs shall be composed of:

- (1) Foreman;
- (2) Carpenters, who shall be skilled mechanics in house and bench work and have a proper kit of carpenter's tools.
- (3) Bridgemen, who shall be rough carpenters, expert saw, axe and hammer men, and have a general experience in bridge work.
- (4) Bridge labourers, who shall be strong, handy men, and who shall perform such work as may be assigned to them.

RATES OF PAY.

ATLANTIC DIVISION.

<i>Section foremen—</i>	Per day.
At West St. John, Bay Shore, McAdam and Brownville Jct. Yards . . . . .	\$ 2.95
At Fairville Yards . . . . .	2.85
At Fredericton (Section F.1) Woodstock, St. Stephen and Aroostook Yards . . . . .	2.70
At all other points . . . . .	2.55
Assistant foremen in yards . . . . .	2.55
<i>Sectionmen—</i>	
At West St. John, Bay Shore, Fairville and McAdam yards . . . . .	1.90
At all other points in Maine . . . . .	1.90
At all other points . . . . .	1.80



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	Per day.
Foremen extra gangs.....\$2.65 to	3.80
(Foremen in charge of steel, ballast and other large or important gangs to receive maximum rate).	
Assistant foremen extra gangs, a minimum rate of.....	2.50
General foremen (per month and expenses).....	85.00
Section foremen or sectionmen in charge of snow plows or flangers (time and one-half for nights, or Sundays, Christmas and New Year's Day) ..	3.50

*Bridge and building men—*

Foremen.....	\$3.20 to	3.50
Carpenters.....		2.75
Bridgemen.....	\$2.50 to	2.75
Foreman painters.....	\$3.10 to	3.30
Painters.....	\$2.30 to	2.50
Engineers on steam hoist or pile drivers.....		3.60
Firemen of pile drivers or hoist.....		2.25
Signalmen at crossings with gates (per month).....		47.00
Mason foreman.....		4.00
Masons.....		3.40

*Pumpmen—*

Pump repairers (per month and expenses of 75 cents while away from headquarters).....	73.50
Pumpmen, 1 pump (per month and expenses).....	50.00
Pumpmen, 2 pumps (per month and expenses).....	60.00
(For each additional pump \$8.00)	

## EASTERN DIVISION.

*Section foremen—*

At Montreal (Place Viger), Glen Yard, Windsor Station, Hochelaga, Mile End, Outremont and Angus.....	3.00
At Ottawa (Union Station, Sussex street) New York and Ottawa Junction, Smith's Falls, Hull and Prescott Yards.....	2.95
At Megantic, Farnham (Section 106), Carleton Junction, Sherbrooke Yards.....	2.90
At Highlands, St. Johns, St. Luc Junction, Montreal Junction, South Junction, St. Therese, Arnprior, Pembroke, Renfrew Section 1, Prescott Branch Section 12, Maniwaki Branch, Section 11, Waltham Branch, Cote St. Paul, Section 1, Brockville Branch yards....	2.65
At all other points.....	2.55
Assistant foremen in yards.....	2.55

*Sectionmen—*

At Montreal (Place Viger, Glen Yard, Windsor Station) Hochelaga, Mile End, Outremont, Angus Yards.....	1.95
At Megantic, Sherbrooke, Richford, Newport, Farnham Section 106, Quebec, St. Luc Junction, Montreal Junction, Western Junction,	



Per day.

Ottawa (Union Station, Sussex street) New York & Ottawa Junction, Hull, Carleton Junction, Smith's Falls, Brockville, Prescott, South Junction, Highlands, Cote St. Paul Section 1, Prescott Branch Section 1, Maniwaki Branch, Three Rivers, Arnprior, Renfrew, and Pembroke.....	1.90
At all other points.....	1.80
Foremen extra gangs.....\$2.65 to	3.80
(Foremen in charge of ballast, steel and other large or important gangs to receive maximum rate.)	
Assistant foremen extra gangs minimum of.....	2.50
General foremen per month and expenses.....	85.00
Section foremen or sectionmen in charge of snow plow or flanger.....	3.55
(Also time and one-half for nights, Sundays, Christmas and New Year's Day).	

Bridge and building men—

Foremen.....	\$3.20 to	3.50
Carpenters.....		2.75
Bridgemen.....	\$2.30 to	2.75
Foremen painters.....	\$3.10 to	3.40
Painters.....	\$2.30 to	2.50
Drawbridgemen.....		1.75
Signal repairmen, present rate and 30 cents per day.		
Engineer on steam hoist and pile drivers.....		3.50
Firemen on pile drivers.....		2.25
Signalmen at crossings with or without gates, per month.....		47.00

Pumpmen—

Pump repairmen per month.....	\$ 82.00 to	85.00
Pumpmen (1 pump) per month.....		50.00
Pumpmen (2 pumps) per month.....		60.00
(For each additional pump, \$10.00).		

ONTARIO DIVISION.

Section foremen—

Toronto, Parkdale, Toronto Junction and North Toronto Yards.....	3.00
London (East Yard), Windsor, Havelock, Hamilton, Chatham, Owen Sound, Peterboro, Woodstock, London West and Don (Section D2) Yards.....	2.85
Leaside Junction, Perth, Orangeville, Galt, Sharbot Lake, Tweed, Lambton, Weston, Guelph, Goderich, Ingersoll, Tilsonburg, Port Burwell Section 13, Hungerford West, and Lindsay Yards.....	2.65
At all other points.....	2.55
Assistant foremen in yards.....	2.55



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*Sectionmen—*

Toronto, Parkdale, Toronto Junction, North Toronto, Leaside Junction, Don (Section D2), London East, Windsor, Havelock, Hamilton, Chatham, Owen Sound, Peterboro, Woodstock, and London West Yards.....	1.90
At all other points .....	1.80
Foremen extra gangs.....\$2.65 to	3.80
(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rates.)	
Assistant foremen extra gangs, a minimum of.....	2.50
Section foremen or sectionmen in charge of snow plows or flangers....	3.50
(Time and one-half for nights, Sundays, Christmas and New Year's Day.)	
General foremen, per month and expenses.....	85.00

*Bridge and building men—*

Foremen.....	\$3.20 to	3.50
Carpenters.....		2.75
Bridgemen.....	2.30 to	2.75
Foremen painters.....	\$3.10 to	3.40
Painters.....	\$2.30 to	2.50
Blacksmiths.....		2.85
Signalmen at crossings with or without gates, per month.....		47.00
Interlocking signalmen.....		2.25
Signal repairmen present rate and 35 cents per day.		
Mason foremen.....		4.10
Masons.....		3.75
Plumbers, steamfitters and tinsmiths.....		3.25

*Pumpmen—*

Pump repairers, present rate and 40 cents per day.		
Pumpmen (1 pump) per month.....		50.00
Pumpmen (2 pumps) per month.....		60.00
(For each additional pump \$10.00).		

## LAKE SUPERIOR DIVISION.

*Section foremen—*

At Chalk River, North Bay, Sudbury, Webbwood and Sault Ste.-Marie Yards.....	2.95
At Cartier, Chapleau, White River and Schreiber Yards.....	3.00
At points east of Cartier.....	2.50
At other points west of Cartier.....	2.65

*Sectionmen—*

At points east of Cartier.....	1.85
At points West of Cartier.....	1.95
Foremen extra gangs.....\$2.80 to	3.95
(Foremen in charge of steel, ballast and other large and important gangs (extra gang), to receive maximum rate.)	



<i>Assistant foremen extra gangs—</i>	Per day.
East of Cartier, a minimum of.....	2.50
West of Cartier, a minimum of.....	2.65
Section foremen or sectionmen in charge of snow plows or flangers....	3.70
(Time and one-half for nights, Sundays, Christmas, or New Year's Day.)	
General foremen, per month and expenses.....	90.00
<i>Bridge and building men—</i>	
Foremen.....	\$3.35 to 3.70
<i>Carpenters—</i>	
East of Cartier.....	2.85
West of Cartier.....	2.95
<i>Bridgemen—</i>	
East of Cartier.....	\$2.30 to 2.90
West of Cartier.....	\$2.40 to 3.00
<i>Foremen painters—</i>	
East of Cartier.....	3.40
West of Cartier.....	3.65
<i>Painters—</i>	
East of Cartier.....	2.45
West of Cartier.....	2.70
<i>Pumpmen—</i>	
Interlocking signalmen, per month.....	58.00
Pump repairers, per month.....	\$82.00 to 87.00
Pumpmen, east of Cartier (1 pump).....	55.00
Pumpmen, Cartier and West (1 pump).....	60.00
(For each additional pump \$10.00).	

CENTRAL DIVISION

<i>Section foremen—</i>	Per day.
At Kenora, Winnipeg, Fort William, Brandon, Portage la Prairie, West Fort William and Souris Yards.....	3.25
At Port Arthur, Ignace, Lariviere, Saskatoon, Neudorf, Minnedosa, Yorkton, Estevan and Broadview Yards.....	3.05
At all other points.....	2.90
Assistant Section foremen in yards.....	2.90
Sectionmen in all first and second class yards.....	2.05
At all other points.....	2.00
Foremen extra gangs.....	\$2.85 to 3.85
First assistant foremen, extra gangs.....	2.90
Second assistant foremen, extra gangs.....	2.80
Snow plow or flanger foremen when called on duty, per hour, 45 cents and expenses.	



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	Per day.
Section foremen or men on plow or flanger work when called on duty, per hour, 37 cents and expenses.	
General foremen, per hour.....	.42
Signalmen at level crossings, per month.....	53.50
Signalmen at interlocking crossings with 13 levers or under.....	57.00
Signalmen at interlocking crossings with 13 to 24 levers.....	62.00
Signalmen at interlocking crossings with 24 levers or over.....	77.00
Signal maintainers or repairmen.....	65.00
<i>Bridge and building men—</i>	
Yard and shop foremen, per day.....	\$4.15
Foreman.....	4.00
Carpenters.....	\$3.25 to 3.50
Bridgemen.....	\$2.50 to 3.25
Bridge and building labourers at terminals.....	2.25
Bridge watchmen, per month.....	60.00
Blacksmiths, pipe fitters and tinsmiths, railway shop rates.	
Pile driving and steam shovelling engineers.....	4.50
Foreman painters.....	4.00
Painters.....	3.15
<i>Pumpmen—</i>	
Pump repairers, \$93.00 per month and \$1.00 expenses per day while away from headquarters.	
Pumpmen (1 pump).....	57.50
Pumpmen (2 pumps).....	62.50
(For each additional pump \$10.00.)	
Single pumps, where two men are employed.....	62.50
Pumpmen with single pump and doing coal hoisting.....	62.50
Pumpmen at points where water is treated (1 pump).....	62.50

## WESTERN DIVISION.

<i>Section foremen—</i>	Per day.
Calgary, Medicine Hat, Regina and Moose Jaw Yards.....	3.25
Swift Current, North Portal, Estevan, Lethbridge, Macleod, Crow's Nest, Cranbrook, Frank, Fernie, Sirdar, Coleridge, Canmore, Strathcona, Wetaskiwin, Red Deer, Weyburn Yards.....	3.05
From Crow's Nest to Kootenay Landing.....	3.00
At all other points.....	2.90
Assistant section foremen in yards.....	2.90
Sectionmen in all first and second class yards.....	2.05
At all other points.....	2.00
Foremen of extra gangs.....	\$2.85 to 3.85
(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rates.)	
First assistant foreman extra gangs.....	2.85
Second Assistant foreman extra gangs.....	2.75



	Per day.
Snow plow or flanger foremen when called on for duty, per hour and expenses.....	.45
Section foremen or men on plow or flanger work when called on for duty, per hour and expenses.....	.37
General foremen, per day.....	4.20
Signalmen at level crossings, per month. . . . .	53.50
Sginalmen at interlocking crossings with 13 levers or under....	57.00
Signalmen at interlocking crossings, 13 to 24 levers.....	62.00
Signal maintainers or repairmen, per month.....	65.00

Bridge and building men—

Yard and shop foreman. . . . .	4.15
Foreman. . . . .	4.00
Carpenters. . . . .	\$3.25 to 3.50
Bridgemen.....	\$2.50 to 3.25
Bridge and building labourers at terminals.....	2.25
Track and bridge watchmen, per month.....	60.00
Blacksmiths, pipe fitters, tinsmiths, railway shop rates.	
Pile drivers and steam hoist engineers.....	3.35
Steam shovel engineers.....	4.50
Foreman painters.....	4.00
Painters.....	3.15

Pumpmen—

Pump repairers, \$93.00 per month, and \$1.00 expenses per day when away from headquarters.	
Pumpmen (1 pump). . . . .	57.50
Pumpmen (2 pumps).....	62.50
(For each additional pump \$10.00).	
Single pumps where two men are employed.....	62.50
Pumpmen with single pump and doing coal hoisting.....	62.50
Pumpment at points where water is treated, for one pump.....	62.50

PACIFIC DIVISION.

Section foremen—

	Per day.
At Vancouver.....	\$ 3.25
At Vancouver (Section 1), New Westminster, North Bend, Kamloops, Revelstoke, Field, Rogers Pass, Laggan, Nelson, Smelter Junction, Rossland, Eholt, Mission Junction and Phoenix Yards.....	3.05
At all other points, Kootenay Branches.....	3.00
At all other points.....	2.90
Assistant section foremen in yards. . . . .	2.90

Sectionmen—

At Vancouver Yards.....	2.05
At all other points on Kootenay Branches. . . . .	2.05
At all other points.....	2.00



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	Per day.
Foremen extra gangs.....	\$3.15 to 4.10
(Foremen in charge of steel, ballast and other large and important extra gangs to receive maximum rates.)	
Assistant foremen extra gangs..	\$2.95 to 3.50
Snow-plow or flanger foremen when called on duty, per hour and expenses.....	.45
General foremen.....	4.20
Labourers extra gangs (permanent).....	2.05
Track watchmen.....	\$60.00 to 62.50
Signalmen with or without gates.....	62.00

*Bridge and building men—*

Yard and shop foremen.....	\$ 4.15
Road foremen.....	4.00
Carpenters.....	\$3.25 to 3.50
Bridgemen.....	\$2.75 to 3.25
Bridge and building labourers at terminals.....	2.35
Riveters.....	\$3.25 to 3.60
Foreman painters.....	4.00
Painters.....	3.25
Bridge watchmen, per month.....	60.00
Foreman mason gangs.....	4.25
Stone cutters.....	3.65
Masons.....	3.65
Blacksmiths, railway shop rates.	
Mason labourers, present rate and 40 cents.	
Engineers, pile drivers and steam hoist.....	3.35
Steam shovel engineers (10 hour day), per month.....	120.00
Steam shovel cranesmen (10 hour day), per month..	95.00
Steam shovel firemen, per day.....	2.60

*Pumpmen—*

Pump repairers, \$93.00 per month and \$1.00 expenses per day while away from headquarters.	
Pumpmen (1 pump).....	57.50
Pumpmen (2 pumps).....	62.50
(For each additional pump \$10.00.)	

Above rules and rates of pay will not be changed unless on sixty (60) days' notice, given between the first day of May and the first day of November of any year.

(Signed) D. MCGIBBON,  
Chairman.

W. T. J. LEE,  
For employés.



## LETTER AMENDING REPORT OF BOARD.

To the Honourable W. L. MACKENZIE KING, C.M.G.,  
Minister of Labour,  
OTTAWA.

In the matter of a dispute between the Canadian Pacific Railway Company and its permanent maintenance-of-way employés.

The undersigned members, a majority of the Board of Conciliation appointed under the Act in this matter, have the honour to submit the following report to you:

Through an error of the stenographer in presenting to you the report, the figures after the word "Carpenters" in the Ontario Division rates of pay read "\$2.25". This should read \$2.75.

In the Pacific Division, on page eight thereof, below the words "Assistant Foreman, extra gangs" should read the following, "Snow plow or flanger foreman when called on for duty, per hour, and expenses 45 cents."

All of which is respectfully submitted. Dated this 7th day of March, 1911.

(Signed) D. MCGIBBON, *Chairman.*

W. T. J. LEE,  
*For the employés.*

(The amendments set forth above have been incorporated in the text of the report as printed.)

## TEXT OF MINORITY REPORT.

HON. W. L. MACKENZIE KING, C.M.G.,  
Minister of Labour,  
OTTAWA.

In the matter of the dispute between the Canadian Pacific Railway Company and its permanent maintenance-of-way employés.

I have carefully examined a copy of the report made to you in this case bearing the signatures of my two colleagues on the Conciliation Board, and regret that I find myself unable to agree with their recommendations regarding the rules, the carrying out of which in many instances would be impracticable and hazardous, as any person familiar with railway operation must at once admit.

I also emphatically disagree with the exorbitant increases in the rates of pay recommended, and against the injustice of which I formally protested at a meeting of the Board held on February 1. A copy of my objections was forwarded to Judge McGibbon, at Brampton, on February 2, enclosed with the following letter:—

"February 2, 1911.

"DEAR JUDGE MCGIBBON,—

"I enclose herewith as promised, a copy of my views (read yesterday) regarding the demands of the Canadian Pacific Railway maintenance-of-way men for increased pay.



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“With more than forty years experience in railway service, commencing as a water-boy on construction, and performing every kind of track maintenance work for about ten years until appointed roadmaster, and thereafter continuously for more than thirty years in charge of all grades of employés in this branch of the service, I feel that I may fairly lay claim to a reasonable understanding of their various duties, responsibilities and general conditions, and therefore the merits of their demands in this case.

“With this life-long and intimate association you will, I am sure, believe that I have an enduring sympathy for and the deepest interest in any proper movement towards the uplifting and general welfare of the large army of faithful, honest and industrious men engaged in this class of work, but the indisputable evidence including statements of wages paid by other railways for similar service leaves no room for conclusions other than those submitted herewith.

“My views have been rather hastily thrown together, owing to pressure of other work, therefore, please consider them as purely tentative, and I may wish later to revise them somewhat.”

“Trusting, however, that the data may be of some assistance to you, I am,

Sincerely yours,

(Signed) F. H. McGUIGAN.”

The following is a copy of the enclosure referred to in the above letter:—

“The most important question at issue in this dispute is the demand for increased wages, as set forth in the petition filed with the Honourable the Minister of Labour by the representatives of maintenance-of-way employés.

“The three reasons given in support of this demand are:—

“*First*—Increased responsibilities;

“*Second*—Increased cost of living;

“*Third*—Ability to pay.

“The representatives of the men at the several hearings made strenuous efforts to justify these contentions.

“The first reason, ‘Increased responsibilities,’ was denied by the Company’s officials, who contended that the plea was unfounded, and absurd, in support of which they enumerated extensive substantial improvements which had been made on their lines in recent years. These included reduction of grades, reduction of curvature, improved drainage, strengthening embankments and the roadway generally, also by largely increasing the number of cross ties per mile, relaying heavier and stronger rails, and thoroughly ballasting their tracks, and by replacing wooden bridges, trestles and culverts with permanent steel structures and masonry. These facts were pressed home so forcibly by General Manager Leonard, at the Montreal hearings, that Mr. Low, President of the Maintenance-of-Way organization, frankly admitted that responsibilities of the maintenance-of-way men on the Canadian Pacific Railway had not increased, but had actually been lessened.

“As to the second reason, ‘Increased cost of living,’ the Company contended that the advances which had been made in the rates of pay were greater than the



percentage of increase in the cost of living, which seems borne out by the figures submitted.

“It was further contended by the Company that a majority of their maintenance-of-way men were but slightly affected by the increased cost of living, as fifty to sixty per cent. of the men employed in this Department, especially on the lines west of Sudbury, live or board in the boarding camps, boarding cars, and boarding houses provided by the Company, and that with few exceptions these men are still paying exactly the same rates as paid five years ago, namely, \$4 per week on some districts, and \$4.25 per week on others, and that the only increases made had been at about half a dozen boarding places, where the rates had been raised only 25 cents per week, or equal to \$13 a year. Against this is an increase in wages of approximately 30 cents per day, or about \$93 a year.

“As to the third reason, viz: ‘Ability to pay’. Before considering this feature of the dispute, it is important to first determine whether or not any increase in wages is actually warranted. For guidance in reaching a conclusion on this point we ascertained the rates paid by numerous other large railways, for similar service.

“In addition to other data, the following comprehensive table compiled by Mr. J. L. Payne, Comptroller of Railways and Canals for the Dominion of Canada, shows the number of officers and employés of each class, and their average rates of pay on the railways of Canada, as compared with those of the United States, comparison being on a basis of 100 mile units:—

	United States.		Canada.	
	Number per 100 miles.	Average Daily Pay.	Number per 100 miles.	Average Daily Pay.
General officers.....	2	\$12.67	2	\$10.72
Other officers.....	3	6.40	3	4.73
General office clerks.....	30	2.31	28	1.94
Station agents.....	15	2.08	12	2.16
Other station men.....	58	1.82	51	1.65
Enginemen.....	24	4.44	18	4.12
Firemen.....	26	2.67	20	2.53
Conductors.....	18	3.81	13	3.30
Other trainmen.....	49	2.56	32	2.12
Machinists.....	20	2.98	12	2.98
Carpenters.....	26	2.43	17	2.52
Other shopmen.....	83	2.13	62	2.19
Section foremen.....	18	1.96	18	2.18
Other trackmen.....	136	1.38	122	1.58
Switch tenders, crossing tenders and watchmen.....	19	1.73	7	1.57
Operators.....	17	2.30	12	2.20
Floating equipment.....	4	2.31	1	2.19
All others.....	90	1.98	71	1.95

“The foregoing tables clearly show that in nearly every grade of railway employment the average wage rates in the United States are much higher than in Canada. The notable exceptions are the *higher wages paid to maintenance-of-way employés by the Canadian roads*, as follows:—

	Average Rates U. S. Railways.	Average Rates Canadian Railways.
Section foremen.....	\$1.96	\$2.18
Other trackmen.....	1.38	1.58
Carpenters.....	2.43	2.52



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“The above comparison shows that the average rates paid section foremen by the Canadian roads is 22 cents, other trackmen 20 cents, and carpenters 9 cents per day higher than paid in the United States.

“If the wages paid by the Canadian Pacific Railway be compared with the wages paid by its principal competitors among the great railways in the United States in contiguous territory west of Port Arthur, namely, the Northern Pacific Railway Company, the Great Northern Railway Company and the Chicago, Milwaukee & St. Paul Railway Company, it will be seen that these lines pay their sectionmen (track labourers) only \$1.35 and \$1.45 per day, as against \$1.70 and \$1.75 paid by the Canadian Pacific Railway Company, making the latter rates 30 to 35 cents a day more than paid by any of the roads mentioned, the same ratio of difference in rates existing throughout all branches of the maintenance-of-way service, and showing the Canadian Pacific Railway Company wages to be more than twenty-five per cent. higher than paid by the above-named railways for similar service.

“Notwithstanding this substantial difference of a twenty-five per cent. higher rate in their favour, the men in their petition are demanding further increases ranging from 30 cents to 95 cents per day, which, if granted, would give an average of about 65 cents per day, or nearly fifty per cent. more than is paid for similar service by competing lines in the Western States. The wages paid maintenance-of-way employés by the Canadian Pacific Railway Company, on lines east of Port Arthur, are also higher in the same relative proportion than paid by competing lines.

“For these reasons this Board cannot justify any recommendation, or even a suggestion to grant the increases asked for by this large body of men, when it is so clearly shown that they are already receiving an average of about twenty-five per cent. more than the wages paid for the same class of service on competing lines. Such action would be a grave injustice, not only to the Canadian Pacific Railway Company, but to all other railways, and to all other employers of labour throughout the Dominion, as it would establish a most pernicious principle, and a far reaching precedent affecting the whole industrial world.

“This great railway, extending as it does from the Atlantic to the Pacific Ocean, passing through and serving all of the great cities and industrial centres, and being one of the most potent factors in the commercial, the industrial and the agricultural life of the Dominion has necessarily become a dominating force in regulating the wage scale of the whole country. Therefore, any decision, recommendation or suggestion, favouring increased compensation to employés, on the principle of ‘ability to pay’, would be illogical, unwise and dangerous, as it would be an incentive to labour of every class to make unreasonable demands upon their employers, on similar grounds, and would inevitably lead to disputes and conflicts, which would prove disastrous to both employers and employés, and seriously retard and interrupt the development of Canada.”

During the meetings of the Board, numerous schedules were presented showing the rates paid by other railways for similar work, and I pressed repeatedly for reasons justifying such recommendations as my colleagues seemed disposed to make, but was never able to obtain any, other than that the men demanded the schedule presented, and it was intimated that if not granted they would strike.



I am therefore unable to determine upon what ground my colleagues justify the increases recommended, as they are unsupported by evidence, reason or justice, and are unparalleled in the history of wage adjustment for this class of service, the law of supply and demand, and the rates paid for similar service by competing lines, being entirely ignored. It seems reasonable, however, to assume that the following circumstances have influenced their action.

The maintenance-of-way employés some months ago made demands simultaneously for increased pay and radical changes in rules on the three principal railways in Western Canada, namely, the Canadian Pacific, Canadian Northern, Grand Trunk Pacific, and on the Canadian Pacific Railways in Eastern Canada, with the result that Conciliation Boards were appointed for all three lines: these three Boards were composed of the same men, with the exception that Mr. J. W. Dawsey was appointed to represent the Grand Trunk Pacific Railway Company. A decision in the case of the latter line was arrived at by my colleagues some weeks ago.

The rules and increases in pay recommended by my colleagues for the entire Canadian Pacific Railway System are approximately the same (although in many instances higher) as recommended by them for the Grand Trunk Pacific. Their recommendation, in the case of the Canadian Pacific Railway Company, therefore, became an absolute necessity in order to justify their conclusions in the case of the Grand Trunk Pacific Railway Company, which in my opinion are unjust and unreasonable, have no foundation other than sentiment, and are so totally adverse to the principle of conciliation that I cannot too strongly emphasize the gross injustice which, in my opinion, has been done that Company.

The recommendations of my colleagues regarding the rules, contain many inaccuracies and contradictions, are impossible of execution, and inconsistent, in that in much of the territory where work and conditions are exactly the same the rates vary, although they have been the same for many years past, and embrace many employés not under the maintenance-of-way department, and who are covered by agreements with other organizations. They also establish conditions differing entirely from those of employés in other branches of the service working with them and which, if extended, would involve many millions of dollars per annum in increased wages.

In some instances the award is higher on Eastern than on Western lines, although the rates of pay for labour and service of every kind have always been lower in the East, and my colleagues have admitted in their report that expenses in the East are 75 as against 100 in the West.

In some cases, where my colleagues and myself had agreed, they have even departed from such agreement.

In cities where section foremen have received extra wages on account of the Company not supplying houses free, or for small charge, it is recommended that these men receive an additional \$7 per month, although the wage is fixed higher and has always been higher, to cover this very condition—in other words a double allowance is recommended.

While the evidence submitted does not in my opinion warrant a general increase in the existing rates, these employés are now receiving higher wages, and working under admittedly more favourable conditions than similar employés on



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other railways, but notwithstanding those admitted facts, I would, for the sole purpose of continuing the pleasant relations existing between the Company and their maintenance-of-way employés, recommend that the Company grant an increase of 15 cents per day to foremen, and 10 cents per day to labourers and others, to become effective on March 1, 1911. As no claim was made by the men, nor was the subject of the date the schedule should become effective even discussed at any meeting of the Board, there is no reason the recommendation should be retroactive, and it would be an injustice to make it so, inasmuch as during the winter months the men are paid for ten hours' work, while their actual service, on account of daylight hours, does not exceed eight hours per day.

I enclose herewith schedule of rates based on this recommendation, together with the rules governing the service, which I recommended.

(Signed) F. H. McGUIGAN,  
For the Company.

TORONTO, March 4, 1911.

RULES AND RATES GOVERNING THE MAINTENANCE-OF-WAY EMPLOYÉS OF THE  
CANADIAN PACIFIC RAILWAY LINES IN CANADA.

*Section 1.* By permanent Maintenance-of-way employés is meant employés who take their orders from the Roadmasters and Bridge and Building Masters on such parts of the line as are open for traffic, and who have been in the Maintenance-of-way service continuously for one year or more, or who have had one year cumulative service during the three years immediately preceding, will hereinafter be referred to as "employés." Labourers in extra gangs, unless those practically engaged all the year around, will not be ranked as "permanent employés."

*Section 2.* Ten hours shall constitute a day's work, excepting for Track and Bridge Watchmen, Signal Repair men, Pumpmen and Pump Repairers. When required to work in excess of these hours, time will be allowed for such excess, at the rate of time and a half. Time and one-half will be allowed on Sundays and Christmas Day. If called out after 7 p.m. a minimum of three hours straight time will be allowed.

(a) The hours of track and bridge watchmen, signal repair men, pumpmen and pump repairers, will be regulated by the Company. Twelve hours in each twenty-four hours, either continuous or intermittent, will constitute a day, but they shall receive at least eight hours' continuous rest in each twenty-four hours.

(b) In emergencies, employés will not be required to work more than twenty-four hours continuously without a rest of eight hours.

(c) Section foremen and sectionmen, travelling on orders of the Company to and from work, after regular hours outside of their regular sections, will be allowed straight time. Members of bridge and building gangs travelling on their regular sections on orders of the Company, to and from work, after regular hours, will be allowed straight time, except when provided with boarding and sleeping cars to carry them to and from work. Members of regular bridge and building gangs, travelling in boarding cars on Sundays, between 7 a.m. and 6 p.m. will be allowed straight time.



(d) Foremen will be allowed straight time for wet days, provided they remain on duty.

(e) In computing time one hour will be allowed for thirty to sixty minutes. For less than thirty minutes no allowance will be made.

(f) When the Company's interests do not suffer thereby, shopmen will be allowed, at their request, to quit work on Saturdays during the summer months at 12 o'clock noon. If required to work after that hour overtime will not begin until 6 p.m. or 18K.

(g) Employés transferred by the Company to the construction department will not lose their seniority standing as employés.

*Section 3.* Employés will be promoted hereafter on their respective superintendent's division in order of seniority, provided they are qualified. Senior employés shall be advised of vacancies or new appointments in their Department except official positions, and their applications if presented within ten days will be considered. Employés may be transferred from one division to another for extra gang work or on the opening of new lines or when the necessary qualified men for maintenance-of-way work are not obtainable on the division.

(a) Employés refusing promotion become junior to employés accepting such promotion.

(b) An employé transferred to another Department at his own request or transferred from the bridge and building department to the roadmaster's department, or vice versa, will lose his seniority standing.

(c) Employés leaving the service of the Company when their services are required, in event of re-employment will rank as new men.

(d) A list of all employés will be prepared for each Superintendent's division and such lists will show the seniority standing of each employé. The lists will be revised from time to time to agree with length of service and promotions made, and copy will be furnished representative of employés. They will be open for correction on proper representation by the employé to the head of his department.

(e) In the event of reduction in the number of men employed, those longest in the service shall have preference of employment.

(f) The position of track and bridge watchmen is not one subject to the general rules for promotion, being intended to take care of men in any department who become unfitted for other service.

*Section 4.* Any employés suspended or dismissed or who consider they have been unjustly treated will, on request in writing, receive full and impartial hearings and will be advised of decisions reached within fifteen days of such hearing. Should investigation show suspension, dismissal or treatment was unjust, time will be allowed and employé reinstated. Appeals from decisions must be made in writing by the employé through his roadmaster or bridge and building master within fifteen days after advised of such decision.

*Section 5.* Leave of absence and free transportation will be granted to members of duly appointed committees for the adjustment of matters in dispute between the Company and employés, as far as is consistent with good service, within ten days after request in writing has been made on the proper officer.



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*Section 6.* Employés taken off their regular sections to work temporarily on snow or tie trains or other work will be compensated for the boarding and lodging expenses they necessarily incur.

(a) Bridge and building employés, except pumpmen, taken from their places of residence or boarding outfits overnight will be compensated for the extra expense they necessarily incur, such expense not to exceed 50 cents per day on eastern lines and 75 cents on western lines.

(b) Foremen ordered away from their gangs for one day or more will be relieved of the duties of foremen during their absence.

*Section 7.* Employés required to attend to and light semaphore or switch lamps before or after their regular hours, will receive therefor four dollars per month for six or less lamps, and fifty cents per month per lamp for those in excess of six. When semaphore lamps are included, fifty cents per lamp per month additional will be allowed. Where lamps are located at a distance from employés' residence, they will be attended to in regular working hours.

*Section 8.* Employés called out for work outside of their regular working limits, requiring their absence beyond regular working hours, will be supplied with boarding cars or given an opportunity to procure meals when desirable and practicable; no employé will be required to work more than seven hours without food.

*Section 9.* The Company will keep section houses in good repair; the cost of repairs other than ordinary wear and tear will be charged to occupants.

(a) Section houses shall be for the use of foremen and their families, and when necessary for telegraph operators, and members and regular men of their permanent gangs. Their surroundings must be kept clean by occupants.

*Section 10.* Employés will be granted leave of absence and passes or reduced rates in accordance with the current general regulations of the Company.

(a) Opportunity and free transportation will be given to employés for getting to their place of residence at week ends, when the Company's interests do not suffer thereby.

(b) Employés will be granted leave of absence and free transportation four times each year. Such free transportation will not extend beyond their superintendent's division, and the leave of absence will not exceed two days, and then only when consistent with good service, and provided the Company is not put to additional expense.

(c) Employés laid off through reduction when re-engaged within one year will be granted free transportation to place of work over general division on which formerly employed.

*Section 11.* Bridge and building gangs shall be composed of:—

1st. Foreman.

2nd. Carpenters, who shall be skilled mechanics in house and bench work and have a proper kit of carpenters' tools.

3rd. Bridgemen, who shall be rough carpenters, expert saw, axe and hammer men, and have a general experience in bridge work.

4th. Bridge labourers, who shall be strong, handy men, and who shall perform such work as may be assigned to them.



## RATES OF PAY.

## ATLANTIC DIVISION.

*Section foreman:*

At West St. John, Bay Shore, McAdam and Brownville Junction Yards	\$2.70
At Fairville Yard.....	2.60
At Woodstock and St. Stephen Yards.....	2.45
At all other points in Canada.....	2.30
Assistant section foremen in yards.....	2.30

*Sectionmen:*

At West St. John, Bay Shore, Fairville and McAdam Yards.....	1.75
At all other points in Canada.....	1.65

<i>Foremen extra gangs</i> .....	2.45 to 3.45
(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rate.)	
Assistant foremen extra gangs, a minimum of.....	2.30
Section foremen in charge of snow plows while in operation.....	3.20

*Bridge and building men:*

Foremen.....	\$2.95 to 3.10
Carpenters.....	2.50
Bridgemen.....	\$2.05 to 2.50
Foremen painters.....	2.85
Painters.....	\$2.05 to 2.30
Pump repairers, per month.....	70.00
Pumpmen (1 pump) per month.....	48.50
Pumpmen (2 pumps) per month.....	58.50
For each additional pump.....	5.00

## EASTERN DIVISION.

*Section foremen:*

At Montreal (Place Viger, Glen Yard and Windsor Station), Hochelaga, Angus, Mile End and Outremont Yards.....	2.75
At Ottawa (Union Station and Sussex St.) and N. Y. & O. Jet. Yards....	2.70
At Megantic, Farnham (Section 106), Carleton Junction and Smith's Falls Yards.....	2.65
At Sherbrooke, Richford, Newport, Quebec, Hull, Brockville and Prescott Yards.....	2.60
At Highlands, St. Johns, Montreal Junction, St. Luc Junction, Western Junction, Three Rivers, St. Therese, Arnprior, Pembroke and Renfrew Yards.....	2.45
At all other points.....	2.30
Assistant section foremen in yards.....	2.30



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Sectionmen:

At Megantic, Sherbrooke, Richford, Newport, Farnham (Section 106), Quebec, Montreal, (Place Viger, Glen Yard and Windsor Station) Hochelaga, Angus, Mile End, Outremeont, St. Luc Junction, Montreal Junction, Western Junction), Ottawa (Union Station and Sussex Street), N. Y. & O. Junction, Hull, Carleton Junction, Smith's Falls, Brockville and Prescott Yards.....	1.75
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Sectionmen:

At all other points in Canada.....	1.65
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Foreman extra gangs:

\$2.45 to 3.45

(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rate.)

Assistant foremen extra gangs, a minimum of.....	2.30
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Section foremen in charge of snow plows while in operation.....	3.20
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Bridge and building men:

Foremen.....	\$2.95 to 3.10
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Carpenters.....	2.50
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Bridge and building men.....	\$2.05 to 2.50
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Foremen painters.....	2.85
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Painters.....	\$2.05 to 2.30
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Signal repairmen, present rate and 10 cents per day.

Pumpmen:

Per month.

Pump repairers.....	\$75.00 to 80.00
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Pumpmen (1 pump).....	48.50
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Pumpmen (2 pumps).....	58.50
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For each additional pump.....	5.00
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ONTARIO DIVISION.

Section foremen:

At Toronto, Parkdale, Toronto Junction and North Toronto Yards....	2.75
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At London East Yard.....	2.70
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At Windsor, Havelock, Hamilton, Chatham, Owen Sound, Peterborough Woodstock, London West and Don (Section D2) Yards.....	2.60
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At Leaside Junction, Perth, Orangeville, Galt, Sharbot Lake and Tweed Yards.....	2.45
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At all other points.....	2.30
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Assistant section foremen in yards.....	2.30
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Sectionmen:

At Toronto, Parkdale, Toronto Junction, North Toronto, Leaside Junction, Don (Section D2), London East, Windsor, Havelock, Hamilton, Chatham, Owen Sound, Peterborough, Woodstock and London West Yards.....	1.75
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At all other points.....	1.65
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<i>Foremen extra gangs:</i>	\$2.45 to \$3.45
(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rate.)	
Assistant foremen extra gangs, a minimum of.....	2.30
Section foremen in charge of snow plows while in operation.....	3.20

*Bridge and building men:*

Foremen.....	\$2.95 to \$3.10
Carpenters.....	2.50
Bridgemen.....	\$2.05 to 2.50
Foremen painters.....	2.85
Painters.....	\$2.05 to 2.30
Blacksmiths.....	2.55
Signal repairmen, present rate and 10 cents per day.	

<i>Pumpmen:</i>	Per month.
Pump repairers.....	\$75.00 to 80.00
Pumpmen (1 pump) per month.....	48.50
Pumpmen (2 pumps) per month.....	58.50
For each additional pump.....	5.00

LAKE SUPERIOR DIVISION.

<i>Section foremen:</i>	Per day
At Chalk River, North Bay, Sudbury, Webbwood and Sault Ste. Marie	
Yards.....	2.70
At Cartier, Chapleau, White River and Schreiber Yards.....	2.75
At other points east of Cartier.....	2.35
At other points west of Cartier.....	2.50

<i>Sectionmen:</i>	
East of Cartier.....	\$1.70
Cartier and West.....	1.80

<i>Foremen extra gangs:</i>	\$2.60 to 3.60
(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rate.)	

<i>Assistant foremen extra gangs:</i>	
East of Cartier a minimum of.....	\$2.35
West of Cartier a minimum of.....	2.50
Section foremen in charge of snow plows while in operation.....	3.35

<i>Bridge and building men:</i>	
Foremen.....	\$3.01 to 3.35
Carpenters:	
East of Cartier.....	2.60
West of Cartier.....	2.70



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## Bridgemen:

East of Cartier.....	\$2.10 to	2.60
West of Cartier.....	2.20 to	2.70

## Foremen painters:

East of Cartier.....	3.10
West of Cartier.....	3.35

## Painters:

East of Cartier.....	2.25
West of Cartier.....	2.50

*Pumpmen:*

Per month.

Pump repairers.....	\$80.00 to \$85.00
East of Cartier (1 pump).....	53.50
Cartier and West (1 pump).....	58.50
(For each extra pump add \$5.00.)	

## CENTRAL DIVISION.

*Section foremen:*

At Winnipeg, Fort William, Moose Jaw and Brandon Yards.....	3.05
At Port Arthur, West Fort, Ignace, Kenora, Portage la Prairie, Souris, Lariviere, Estevan, Regina, Broadview Yards.....	2.85
At all other points.....	2.70
Assistant section foremen in yards.....	2.70

*Sectionmen:*

At Fort William, Winnipeg, Moose Jaw and Brandon Yards.....	1.85
At all other points.....	1.80
Foremen extra gangs.....	\$2.70 to 3.70
(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rates.)	
Assistant foremen of extra gangs a minimum of.....	2.70
Section foremen in charge of snow plows while in operation.. . . .	3.45

*Bridge and building men:*

Foremen.....	\$3.45 to 3.70
Carpenters.....	3.00 to 3.15
Bridgemen.....	2.35 to 3.00
Blacksmiths, railway shop rates.....	
Foremen painters.....	3.45
Painters.....	2.85

*Pumpmen:*

Pump repairers, per month \$81.00 to \$91.00 (and 75 cents per day for expenses when away from headquarters.)	
Pumpmen single pumps.....	\$54.50
Pumpmen (2 pumps).....	59.50
For each additional pump.....	5.00



## WESTERN DIVISION.

<i>Section foremen:</i>	Per day.
At Calgary.....	\$3.05
At Swift Current, Medicine Hat, Macleod, Cranbrook Yards.....	2.85
From Crow's Nest to Kootenay Landing.....	2.80
All other points.....	2.70
Assistant Section foremen in yards.....	2.70
<i>Sectionmen:</i>	
Crow's Nest to Kootenay Landing and Calgary Yard.....	1.85
At all other points.....	1.80
Foremen extra gangs from.....\$2.70 to	3.85
(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rates.)	
Assistant foremen extra gangs a minimum of.....	2.70
Section foremen in charge of snow plows while in operation.....	3.45
<i>Bridge and building men:</i>	
Foremen.....	\$3.45 to 3.70
Carpenters.....	3.00 to 3.15
Bridgemen.....	2.35 to 3.00
Blacksmiths, railway shop rates.	
Foremen painters.....	3.45
Painters.....	2.85
<i>Pumpmen:</i>	
Pump repairers, from \$81.00 to \$91.00 per month (and 75 cents per day for expenses when away from headquarters.)	
Pumpmen single pumps, per month.....	54.50
Pumpmen (2 pumps) per month.....	59.50
For each additional pump.....	5.00

## PACIFIC DIVISION.

<i>Section foremen:</i>	Per day.
At Vancouver Yard.....	\$3.05
At Vancouver (Section 1) New Westminster, North Bend, Kamloops, Revelstoke, Field, Rogers Pass, Laggan, Nelson, Smelter Junction, Rossland, Eholt and Phoenix Yards.....	2.85
At other points Kootenay Branches.....	2.80
At all other points.....	2.70
Assistant section foremen in yards.....\$2.70 to	2.80
<i>Sectionmen:</i>	
At Vancouver Yard.....	1.85
At all other points on Kootenay Branches.....	1.85
At all other points.....	1.80
Foremen extra gangs.....\$2.95 to	3.95
(Foremen in charge of steel, ballast and other large or important extra gangs to receive maximum rates.)	



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Assistant foremen extra gangs.....	\$2.70 to 2.80
Section foremen in charge of snow plows while in operation.....	3.45
Labourers, extra gangs (permanent).....	1.95
Track watchmen, per month.....	\$57.00 to 60.00

*Bridge and building men:*

	Per day.
Foremen.....	\$3.45 to 3.70
Carpenters.....	3.00 to 3.15
Bridgemen.....	2.60 to 3.00
Riveters.....	3.10 to 3.35
Foremen painters.....	3.45
Painters.....	2.85
Bridge watchmen, per month.....	57.00
Foremen mason gangs, per day.....	3.95
Stone cutters.....	3.35
Masons.....	3.35
Blacksmiths, railway shop rates.	
Mason labourers, present rate and 10 cents.	

*Pumpmen:*

Pump repairers, an increase, per month over present rate of.....	\$3.00
Pumpmen, 1 pump, an increase, per month over present rate of.....	3.00
Pumpmen 2 pumps, an increase, per month over present rate of.....	3.00
For each additional pump, per month.....	5.00

The above rules and rates will not be changed unless on thirty (30) days' notice being given.

I have not given any rates on lines outside of the Dominion of Canada, as I understand that to be the limit of the Board's jurisdiction.

(Signed) F. H. McGUIGAN.



**XXIII. APPLICATION FROM MAINTENANCE-OF-WAY EMPLOYEES OF THE GRAND TRUNK PACIFIC RAILWAY COMPANY.—BOARD ESTABLISHED.—NO CESSATION OF WORK.**

Application received—September 3, 1910.

Parties concerned—The Grand Trunk Pacific Railway Company and maintenance-of-way employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning wages and revision of schedule.

Number of employés affected—1,000.

Date of constitution of Board—September 21, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. W. Dawsey, Melville, Sask., appointed on the recommendation of the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Report received—January 7, 1911.

Result of inquiry—A report was presented by the Board which was unanimous on all points except the question of wages, two schedules of wages being submitted—one recommended by the Chairman and Mr. W. T. J. Lee, member appointed on the recommendation of the employés, the other by Mr. J. W. Dawsey, member appointed on the recommendation of the employing Company. The report was formally accepted by the employés, but the Company declined to be bound by the same. No cessation of work occurred.

On January 7 the Minister of Labour received the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Grand Trunk Pacific Railway Company and its maintenance-of-way employés.

The dispute in question grew out of a demand on the part of the employés for increased rates of pay and a revision of the rules of the current schedule. The number of employés concerned in this dispute was given as 1,000.

The Board which was appointed to investigate this dispute was composed as follows: Mr. J. W. Dawsey, of Melville, Sask., member appointed on the recommendation of the Company; Mr. W. T. J. Lee, of Toronto, Ont., member appointed on the recommendation of the employés; and His Honour Judge D. McGibbon, of Brampton, Ont., Chairman, appointed on the joint recommendation of the foregoing members of the Board.

The Board met at Winnipeg, on October 3, 1910, and continued to hold sittings until the 19th of October, having in the meantime made an inspection of the roads and of the conditions under which the employés were working, by going over the



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road from Winnipeg to Edmonton. The Board afterwards adjourned and met in Toronto, on December 12, concluding its work of investigation on December 22.

The Board was unanimous in its findings with regard to all points at issue except the question of wages. Two schedules were submitted on this point, one recommended by the Chairman and Mr. W. T. J. Lee, representing the employés, and the other recommended by Mr. J. W. Dawsey, representing the Company.

On January 23, the Department was informed that the report of the Board was acceptable to the employés concerned.

The Company declined to be bound by the award of the Board, contending that it already paid as high wages to its Maintenance-of-way employés as were paid by other railways in the same district, and in some cases higher wages than the latter. Pending the completion of its line, the Company did not consider itself in a position to arbitrate or enter into any arrangement with its employés at the present time.

## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

TO THE HONOURABLE W. L. MACKENZIE KING, C.M.G.,  
Minister of Labour,  
OTTAWA, ONT.

In the matter of a dispute between the Grand Trunk Pacific Railway Company and its permanent maintenance-of-way employés.

The Board of Conciliation appointed under the Act in this matter have the honour to report as follows:—

The Board met at Winnipeg, on the 3rd day of October, 1910, and from the 10th to the 19th days of October, 1910, inclusive, having in the meantime made an inspection of the conditions of the road and of the conditions under which the employés were working by going over the road from Winnipeg to Edmonton.

The Board afterwards adjourned and met in Toronto, on the 12th of December, and continued in session up to and including the 22nd day of December, 1910.

The members of the Board have been able to agree upon all the articles of the following schedule except the rates of pay.

The following rules will govern the employés of the Grand Trunk Pacific Railway, as set out further in section one thereof.

When additional positions of a like class are created, compensation will be fixed in conformity with that of similar positions as shown by this schedule.

This schedule will become and be effective as of the first day of December, 1910, and will not be changed unless on sixty days' notice by either party given between the first day of May and the first day of November of any year.

These rules will not take away any privileges that are now in effect with employés.

The schedule of rates marked "A" and attached hereto are the rates offered by the representative of the Company, and which he considers fair.



The schedule of rates marked "B" and attached hereto are the rates which the representative of the employés believes should exist and be paid by the Company, and which he considers fair.

The Chairman concurs in the position and rates as recommended by the representative of the men, feeling that from the evidence adduced before the Board that there should be an increase in the rates recommended by the Company's representative.

*Section 1.* By permanent maintenance-of-way employés is meant employés who take their orders from the Road Masters and Bridge and Building Masters, and who have been in the maintenance-of-way service continuously for nine months or more, or who have had nine months' cumulative service during the two years immediately preceding, and same will hereinafter be referred to as employés. Labourers in extra gangs, unless those practically engaged all the year round will not be ranked as permanent employés.

*Section 2.* Ten hours shall constitute a day's work, excepting for track and bridge watchmen, signal men (except when employed as telegraph operators), pumpmen and pump repairers. When required to work in excess of these hours, time will be allowed for such excess at the rate of time and a half. Time and a half will be allowed on Sundays, Christmas Day and New Year's Day. Employés called for duty after having been relieved at 6.00 p.m., shall receive a minimum of four hours, and shall not be required to suspend work in schedule working hours to equalize overtime.

(a) Twelve hours will constitute a day's work for bridge watchmen, signal men, pump men and pump repairers. When required to work more than twelve hours, straight time will be allowed.

(b) In emergencies, employés will not be required to work more than twenty-four hours continuously without a rest of eight hours.

(c) Employés detained when travelling on orders of the Company after regular working hours will be allowed straight time except when provided with boarding and sleeping cars.

(d) Foremen will be allowed straight time for wet days, provided they remain on duty.

(e) When the Company's interests do not suffer thereby, employés will be allowed, at their request, to quit work on Saturday during the summer months at 12.00 m. If required to work after these hours, overtime will not begin until 6.00 p.m.

(f) Employés transferred by the Company to construction work will not lose their seniority standing as employés.

*Section 3.* Employés will be promoted hereafter on their respective Superintendent's division, in order of seniority, provided they are qualified. All employés shall be advised of vacancies or of any new appointments that may occur in the department in which they are employed, and their applications, if presented within ten days, will be considered. Employés may be transferred from one division to another for extra gang work, or on the opening of new lines, or when the necessary qualified men for maintenance-of-way work are not obtainable on the division.



(a) Employés refusing promotion become junior to employés accepting such promotion.

(b) An employé who is transferred to another department at his own request, or is transferred from the bridge and building department to the Road Master's department, or *vice versa*, will lose his seniority standing, but an employé transferred without his consent shall have the right of appeal.

(c) Employés leaving the service of the Company when their services are required, in the event of re-employment will rank as new men.

(d) A list of all employés will be prepared for each Superintendent's division, and such list will show seniority standing of each employé. The list will be revised from time to time to agree with length of service and promotions made and a copy will be furnished representatives of employés. They will be open for correction on proper representation by the employé to the head of his department.

(e) In the event of reduction in the number of men employed those longest in service shall have preference of employment.

(f) The positions of track and bridge watchmen and signal men at crossings not interlocked are not subject to the general rules for promotion, being intended to take care of men who become unfit for other service.

*Section 4.* No employé shall be suspended (except for investigation), or discharged, until his case has been investigated and he has been proven guilty of the offence charged, the decision in such case to be arrived at within ten days from date of suspension. If an employé be found blameless, he will be reinstated and paid at schedule wages for time lost, and will be reimbursed reasonable expenses, if away from home in such case. If detained more than ten days at Company's instance, awaiting decision, he will be paid schedule wages for all time lost in excess of ten days, regardless of decision reached. An employé may have the assistance of another employé during investigation, should he so desire.

A written statement setting forth the result of investigation and the reasons therefor, will, if requested, be furnished by the Company to the employé or employés affected.

(a) Should an employé at any time consider himself unjustly treated for any cause whatsoever, he shall be entitled to a fair and impartial investigation within thirty days from date of complaint by him to his superior officer, and a decision shall be given him in writing within ten days thereafter.

*Section 5.* Leave of absence and free transportation will be granted to employés who are witnesses and members of duly appointed committees for the adjustment of matters in dispute between the Company and the employés within ten days after request in writing has been made on the proper officer.

*Section 6.* Employés taken off their regular sections temporarily to work on snow or tie trains, or other work, will be compensated for the boarding and lodging expenses they necessarily incur.

(a) Bridge and building employés taken from their place of residence or boarding outfits will be compensated for the extra expense they necessarily incur, not to exceed \$1 per day.

(b) Section foremen or any other foremen taken from their gangs for any reason for one or more days will be relieved of the duties of foremen during their absence, and the relieving foreman will be paid the rate of the foreman he relieves



during the absence of the regular foreman, and be held responsible during the absence of the regular foreman.

(c) That a regular section foreman having his gang increased to over twenty men for fourteen days or over shall receive extra gang foreman's rates.

*Section 7.* Employés required to attend and light semaphore and switch lamps will receive schedule rate of section men. When lamps are located at more than half a mile from the station, they will be attended to in regular working hours. Employés required to walk track or attend lamps on Sunday will be paid at the regular rate and one-quarter for the time so engaged. A suitable place will be provided for tending to all lamps.

*Section 8.* The Company will keep the section house in good repair; the cost of repairs other than ordinary wear and tear will be charged to occupants. Regular section houses shall be for the use of section foremen and their families only.

(a) Where water is transported for use of section gang, good water will be provided. Where water is not supplied by the Company it will be procured on the Company's time.

(b) Employés shall not be required to do scavenger work, except such as pertains to their quarters and at such stations as cannot otherwise be taken care of.

(c) The Company will provide suitable houses for pumpmen; until such houses are provided pumpmen shall receive \$5 extra per month.

*Section 9.* The employés will be granted leave of absence when consistent with the carrying on of their work and be given transportation in accordance with the current pass regulations.

(a) As far as practicable, employés will be afforded the opportunity of visiting their places of residence, and furnished transportation when requested from proper authority, and when it will not interfere with the Company's business.

(b) Employés will be granted free transportation and leave of absence to attend their meetings, but such free transportation will not extend over more than 300 miles, and leave of absence will not exceed two days, and will only be granted when it will not interfere with the service and when the Company will not be put to any expense thereby.

*Section 10.* All bridge and building employés in the service of the Company at the date of this schedule becoming effective shall rank as permanent employés.

SCHEDULE "A".

RATES OF PAY.

*Trackmen:*

Section Foreman at all points.....	\$75.00	per month.
Assistant Section Foreman in yards.....	2.55	per day.
Section men in all first and second class yards	1.75	"
Section men at all other points.....	1.70	"
Foreman of extra gangs.....\$2.55--	3.55	"
First Assistant Foreman, extra gangs.....	2.65	"
Second Assistant Foreman, extra gangs....	2.55	"
Snow plough foreman and flanger foreman when called for duty.....	.33	per hour.



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Employés working in snow plough or flanger when called for duty.....	.17½ “
Signal men at level crossings.....	1.50 per day.

*Bridge and building men:*

Yard and Shop Foremen.....	\$ 3.50–\$3.55 per day.
Assistant Yard Foreman.....	2.75 per day.
Foremen Carpenters.....	.40 per hour.
Carpenters.....	.25–.35 per hour.
Bridgemen.....	2.25–2.90 per day.
Bridge and Building Labourers.....	1.75 per day.
Bridge Watchmen.....	55.00 per month.
Foremen Painters.....	3.50–4.00 per day.
Painters.....	2.50–3.00 per day.
Pump Repairers.....	85.00–100.00 per month.
Pumpmen (1, 2 or 3 pumps).....	50.00–65.00 “
Single pumps where two men are employed	50.00 per month.

NOTE.—Foremen charged no rent, and fuel with stoves for all purposes furnished free when occupying combination stations.

## SCHEDULE “B”.

## RATES OF PAY.

*Trackmen:*

Section Foremen at Westfort, Transcona, Edmonton and Melville.....	\$ 3.20 per day.
Section Foremen at Rivers, Watrous, Biggar and Wainwright.....	3.00 “
Section Foremen at all other points.....	2.88 “
Assistant Section Foremen in yards.....	2.88 “
Section men in all first and second class yards	2.00 “
Section men at all other points.....	1.90 “
Foremen of extra gangs.....	3.55–3.95 per day.
First Assistant Foremen extra gangs.....	2.85 per day.
Second Assistant Foremen, extra gangs....	2.75 “
Snow plough foremen and flanger foremen when called for duty.....	.43 per hr., expenses additional
Employés working in snow plough or flanger when called for duty.....	.25 per hr., expenses additional
Signal men at level crossings.....	1.65 per day.

*Bridge and building men:*

Yard and Shop Foremen.....	\$ 4.15 per day.
Assistant Yard Foremen.....	3.15 “
Foremen Carpenters.....	4.00 “
Carpenters.....	3.00–3.50 per day.



Bridgemen.....	2.40–3.00 per day.
Bridge and Building Labourers.....	2.05 per day.
Bridge Watchmen.....	60.00 per month.
Foremen Painters.....	4.00 per day
Painters.....	2.75–3.15 per day.
Pump Repairers.....	93.00 per month and expenses, while away from head- quarters not to exceed \$1.00 per day.
Pumpmen (1 pump).....	\$55.00 per month.
Pumpmen (2 pumps).....	65.00 “
Pumpmen (3 pumps).....	72.50 “
Single pumps where two men are employed	60.00 “

Dated at Toronto, December 22, 1910.

*(Signed) J. W. DAWSEY, For the Company.*

*(Signed) W. T. J. LEE, For the Employés.*

*(Signed) D. MCGIBBON, Chairman.*



**XXIV. APPLICATION FROM MAINTENANCE-OF-WAY EMPLOYEES OF THE CANADIAN NORTHERN RAILWAY COMPANY.—BOARD ESTABLISHED.—NO CESSATION OF WORK OCCURRED.**

Application received—September 3, 1910.

Parties concerned—The Canadian Northern Railway Company and maintenance-of-way employés.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning wages and revision of schedule.

Number of employés affected—1,800.

Date of constitution of Board—September 22, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing Company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employés.

Reports received—March 2 and March 10, 1911.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on the recommendation of the employing Company. Employés accepted Board findings but the Company declined to be bound by the same, accepting instead the minority report. On April 28, the Department was informed that a satisfactory settlement of the above dispute had been reached on that date, a strike of the employés being averted.

The Minister of Labour received on March 2, the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Canadian Northern Railway Company and its maintenance-of-way employés. A minority report was also received in this matter, on March 10, from the member appointed on the recommendation of the Company.

In the application for the establishment of this Board it was stated that the dispute in question related to a demand on the part of the employés concerned for an increase in the wage rates and a revision of the existing schedule of rules. The number of employés affected by this dispute was given as 1,800.

The Board which was appointed to investigate the dispute was composed as follows: Messrs. F. H. McGuigan, of Toronto, Ont., and W. T. J. Lee, of Toronto, Ont., members appointed on the recommendation of the Company and of the employés concerned, respectively; and His Honour Judge D. McGibbon, of Brampton, Ont., Chairman, appointed on the joint recommendation of the foregoing members of the Board. Sittings were held at Winnipeg and Toronto from October 4, 1910, to February 11, 1911.



The report was signed by the Chairman and Mr. W. T. J. Lee representing the employés concerned. A schedule of rules and rates of pay was submitted, which they believed would be fair as between the contending parties. This schedule was to take effect from December 1, 1910, and was not to be changed unless upon sixty days' notice by either party, to be given between May 1 and November 1 in any year. Mention was made in this report of the kindness and consideration which had been shown the members of the Board by the representatives of the Company and of the men.

The minority report bore the signature of Mr. F. H. McGuigan, the member appointed on the recommendation of the Company. A schedule of rules recommended by Mr. McGuigan was also attached, as well as a statement of objections to the rules recommended in the majority report. As regards the question of increased wages, Mr. McGuigan, in his report, states "In view of the fact that the Canadian Northern rates for maintenance-of-way service are practically twenty-five per cent. higher than paid by other lines in contiguous territory, except the Grand Trunk Pacific Railway and the Canadian Pacific Railway Companies, which are paying practically the same rates and were also served simultaneously by their maintenance-of-way employés with demands for largely increased rates of pay, and taking into consideration that a large percentage of the Canadian Northern Railway Company mileage has been but recently constructed, much of it through a new, sparsely settled, and comparatively undeveloped country, with very meagre earnings per mile of line, I cannot recommend any increases in the rates of pay."

The Department was informed, on March 4, of the acceptance of the majority report by the employés concerned. The minority report of Mr. F. H. McGuigan was accepted by the Company, on March 25. The Department was informed on April 28, that a satisfactory settlement of the above dispute had been reached on that date, a strike of the employés being thereby averted.

#### REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

TO THE HON. W. L. MACKENZIE KING, C.M.G.,  
Minister of Labour,  
OTTAWA, ONT.

In the matter of a dispute between the Canadian Northern Railway Company and its permanent maintenance-of-way employés.

The undersigned members, a majority of the members of the Board appointed under the Act in this matter, have the honour to report as follows:—

The Board met at Winnipeg, on the 4th day of October, 1910, and adjourned to meet at Toronto on the 15th day of November, 1910.

The Board met at Toronto on the 18th, 19th, 22nd, 23rd, 24th, 26th, 28th and 30th days of November, and the 2nd and 28th days of December, 1910, and the 6th, 7th and 9th days of January, and on the 10th and 11th days of February, 1911.



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All the members of the Board have been able to agree on Clauses B. D. and G. of Section 2, Section 3, 3A., 3B., 3D., 3E., 3F., Section 5, Section 6, 6B., Section 10, 10A., 10B., Section 11, Section 12A., of the Schedule of Conditions governing the service of the employés, but upon the other clauses of the said conditions Mr. F. H. McGuigan, representing the employers, was unable to agree with the other members, nor was he able to agree with the majority upon the rates of pay of the employés.

In the opinion of the undersigned members of the Board, the conditions and rates of pay hereafter written should govern the employés of the Canadian Northern Railway Company, the undersigned members feeling that the said conditions and rates of pay would be fair between the employer and employés and if accepted by both parties would be in their interests.

When additional positions of a like class are created compensation will be fixed in conformity with that of similar positions as shown by this Schedule which will become and be effective as of the first day of December, 1910, and will not be changed unless on sixty days' notice by either party given between the first day of May and the first day of November in any year.

These rules will not take away any privileges that are now in effect with the employés.

The undersigned desire to thank Mr. Hanna, Mr. Cameron, Mr. McLeod and Mr. Warren, representatives of the Company, and Messrs. Lowe, Irwin, Fljozdal, Dorey and Barker, representing the employés, for their courtesy, kindness and consideration to the members of the Board during the sittings, and trust that both parties may upon consideration see fit to accept this report.

All of which is respectfully submitted. Dated at Toronto this 27th day of February, 1911.

*(Signed) D. McGIBBON, Chairman.*

*(Signed) W. T. J. LEE, For the employés.*

SCHEDULE OF RULES AND RATES GOVERNING THE SERVICE OF MAINTENANCE-OF-WAY  
EMPLOYÉS ON THE CANADIAN NORTHERN RAILWAY COMPANY.

Effective December 1, 1910.

*Section 1.* By permanent maintenance-of-way employés is meant men employed in the Track, Bridge and Building Department, Signalmen (not telegraphers) pumpmen and pump repairers on such parts of the line as are open for traffic, and who have been in the maintenance-of-way service continuously for nine months or more, or who have had nine months cumulative service during the two years immediately preceding, these will hereafter be referred to as employés. Labourers in extra gangs, unless practically engaged all the year round, will not be ranked as permanent employés.

*Section 2.* Ten hours shall constitute a day's work excepting for track and bridge watchmen, signalmen (except when employed as telegraph operators) pumpmen and pump repairers. When required to work in excess of these hours time will be allowed for such excess at the rate of time and one-half. Time and a half will be allowed for Sundays, Christmas and New Year's Day. Employés



called for or kept on duty after having been relieved at six p.m., on regular working days shall receive a minimum of four hours and shall not be required to suspend work in schedule working hours to equalize overtime.

(a) Twelve hours will constitute a day's work for bridge and track watchmen, signalmen, pumpmen and pump repairers. When required to work more than twelve hours, straight time will be allowed.

(b) In emergencies employés will not be required to work more than twenty-four hours continuously without a rest of eight hours.

(c) Foremen will be allowed straight time for wet days, provided they remain on duty.

(d) When the Company's interests do not suffer thereby employés will be allowed at their request to quit work at noon (12K) on Saturday during the summer months. On being required to work after these hours overtime will not begin until six p. m. or 18K.

(e) Employés transferred by the Company to the Construction Department will not lose their seniority standing as employés.

*Section 3.* Employés will be promoted hereafter on their respective Superintendent's division in order of seniority provided they are qualified. All employés shall be advised of vacancies or of any new appointments that may occur in the Department in which they are employed, and their application if presented within ten days will be considered. Employés may be transferred from one division to another for extra gang work, or on the opening of new lines, or when the necessary qualified men for maintenance-of-way work are not obtainable on the division.

(a) Employés refusing promotion become junior to employés accepting such promotion.

(b) An employé who is transferred to another Department at his own request or is transferred from the Bridge and Building Department to the Road Master's Department or *vice versa* will lose his seniority standing, but no employé must be transferred without his consent.

(c) In filling positions of Road Master or Bridge and Building Master preference shall be given employés with proper qualifications (Superintendent to be the judge). The men may be taken from any point on the System according to seniority.

(d) Employés leaving the service of the Company when their services are required in the event of re-employment will rank as new men.

(e) A list of all employés will be prepared for each Superintendent's Division and such lists will show the seniority standing of each employé. The lists will be revised from time to time to agree with length of service and promotions made and a copy will be furnished representative of employés. They will be open for correction on proper representation by the employé to the head of his Department.

(f) In the event of reduction in the number of men employed they shall be reduced according to classification and seniority.

(g) **Track** and bridge watchmen and signalmen at crossings not interlocked are not subject to the general rules of promotion, being intended to take care of men in any Department who become unfitted for other service.



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*Section 4.* No employé shall be suspended (except for investigation) or discharged until his case has been investigated and he has been proven guilty of the offence charged, the decision in such case to be arrived at within ten days from date of suspension. If an employé be found blameless, he will be re-instated and paid at schedule wages for time lost, and will be reimbursed reasonable expenses, if away from home in such case. If detained more than ten days at Company's instance, awaiting decision, he will be paid schedule wages for all time lost in excess of ten days regardless of decision reached. An employé may have the assistance of another employé during the investigation should he so desire.

A written statement setting forth the result of investigation and the reasons therefor will, if requested, be furnished by the Company to the employé or employés affected.

(a) Should an employé at any time consider himself unjustly treated for any cause whatsoever he shall be entitled to a fair and impartial investigation within thirty days from date of complaint by him to his superior officer in writing, and a decision shall be given him in writing within ten days thereafter.

(b) Appeals from decisions must be made in writing by the employé through his Road Master or Bridge and Building Master within fifteen days after being advised of such decision, and should an appeal be sustained the employé shall be re-established and he shall be recompensed at the regular rate of pay for all time lost.

*Section 5.* Leave of absence and free transportation will be granted to employés members of duly appointed Committees for the adjustment of matters in dispute between the Company and employés, so far as is consistent with good service within ten days after request in writing has been made on the proper officer.

*Section 6.* Employés taken off their regular sections temporarily to work will be compensated for the boarding and lodging expenses they incur.

(a) Bridge and Building employés taken from their places of residence or boarding outfits will be compensated for the expenses they incur, such expenses not to exceed \$1.00 per day.

(b) Section foremen and sectionmen travelling on orders of the Company to and from work after regular working hours will be allowed straight time. Members of bridge and building gangs travelling on orders of the Company to and from work after their regular hours will be allowed straight time except when provided with boarding and sleeping cars to carry them to and from their work. Members of regular bridge and building gangs travelling in boarding cars at the request of the Company on Sundays between 7K and 1SK will be allowed straight time.

(c) Boarding or sleeping cars provided for regular bridge gangs shall be comfortably fitted up, well heated, lighted and properly ventilated and equipped with good safe trucks and suitable springs.

(d) Foremen taken from their gangs for any reason for one or more days will be relieved of the duties of foremen during their absence and the relieving foreman will be paid the rate of foreman he relieves during the absence of the regular foreman.

(e) A regular section foreman having his gang increased to over twenty men for fourteen days or over shall receive extra gang foreman's rates.



*Section 7.* Employés required to attend to and light semaphore and switch lamps before or after their regular hours will receive schedule rate of sectionmen's pay. Where lamps are located at more than half a mile from the station they will be attended to in regular working hours. Employés required to walk track to attend to lamps on Sundays shall receive wages at the rate of time and one-quarter. In terminals and large yards where the lampman's duties require him on duty all day they will receive time and one-quarter on Sundays, Christmas and New Year's Day.

*Section 8.* Employés called out for emergency work outside of their regular working limits requiring their absence beyond their regular working hours will be supplied with boarding cars or given an opportunity to procure meals when desirable and practicable. No employé will be required to work more than seven hours without food and shall receive time and one-half upon being called to work on emergency or wreck work.

*Section 9.* The Company will keep section houses in good repair, the cost of repairs other than ordinary wear and tear will be charged to occupants.

(a) Section houses shall be for the use of section foremen and their families and regular men and when necessary for telegraph operators. Their surroundings must be kept clean by occupants.

(b) At points where there are no section houses the section foreman shall receive \$5 additional per month.

(c) Where water is transported for the use of section gangs good water will be provided. Where water is not supplied by the Company it will be procured on the Company's time.

*Section 10.* Employés will be granted leave of absence and transportation four times each year to attend their meetings, such free transportation will not extend beyond their Superintendent's Division and the leave of absence will not exceed two days and then only when consistent with good service and provided the Company is not put to additional expense.

(a) Permanent employés will be granted once per year free transportation to any point on the System in favour of themselves and members of their families dependent upon them for support.

(b) A member of the household of permanent employés will be furnished with free transportation once a month to and from points where reasonable prices prevail for the purpose of purchasing supplies. Such transportation shall only be used by a member of employé's family.

(c) Free transportation will be granted to nurses, when their services are required by employés in isolated districts, from points where they are obtainable on presentation of a certificate from attending physician.

(d) Employés laid off through reduction when re-engaged within one year will be granted free transportation to place of work over General Superintendent's Division on which they were formerly employed.

*Section 11.* Employés leaving the service of the Company from any cause whatever will be furnished with service letter if requested.

*Section 12.* Bridge and building gangs shall be composed of:—

(1) Foreman.



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(2) Carpenters, who shall be skilled mechanics in house and bench work, and have a proper kit of carpenters' tools.

(3) Bridgemen, who shall be rough carpenters, expert saw, axe and hammer men and have a general experience in bridge work.

(4) Bridge labourers, who shall be strong, handy men and who shall perform such work as may be assigned to them.

(a) The rates of pay of Bridge and Building employes will be increased 15 cents per day each year until the maximum rate is reached and after five years continuous service they will receive the maximum rate for their class of service.

## RATES OF PAY.

*Trackmen—*

	Per day
Section foremen at Port Arthur, Winnipeg, Brandon, St. Boniface and Edmonton.....	\$ 3.20
Section foremen at Atikokan, Rainy River, Portage la Prairie, Dauphin, Kamsack, Humboldt, North Battleford, Vermillion, Emerson, Belmont, Swan River, Prince Albert, Saskatoon, Neepawa, Morris, Fort Frances, Morinville, Kipling and Baudett.....	3.00
At all other points.....	2.90
Sectionmen or permanent labourers in all first and second class yards..	2.05
At all other points.....	2.00
Assistant foremen in yards.....	2.90
Foremen of extra gangs.....	\$2.85 to 3.85
First assistant foreman on extra gang.....	2.90
Second assistant foreman on extra gang.....	2.80
Snow plow foreman or men working in snow plow or flanger when called for duty, 45 cents per hour, and expenses.	
Section foremen or men working in snow plow or flanger when called for duty, 37 cents per hour, and expenses.	

## Per month

Signalmen at level crossings.....	\$53.50
Signalmen at interlocking crossings 13 levers or under.....	57.00
Signalmen at interlocking crossings 13 levers and under 24.....	62.00
Signalmen at interlocking crossings 24 levers or over.....	77.00
Signal repairmen or maintainers.....	65.00

*Bridge and building men—*

## Per day

Yard foremen and shop foremen.....	4.15
Road foremen.....	4.00
Carpenters.....	\$3.25 to 3.50
Bridgemen.....	\$2.50 to 3.25
Bridge and building labourers.....	2.15

## Per month

Bridge watchmen.....	\$60.00
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Blacksmiths and pipe fitters. Railway shop rates.

## Per day

Pile driving and steam shovel engineers.....	\$ 4.50
Foremen painters.....	4.00
Painters.....	\$2.90 to 3.25



	Per month
Pump repairers, (expenses while away from headquarters, not to exceed \$1.00 per day West of Winnipeg and 75 cents per day East of Winnipeg).....	\$93.00
Pumpmen (1 pump).....	56.50
Pumpmen (2 pumps).....	62.50
Pumpmen (3 pumps).....	72.50
Single pump where two men are employed.....	61.50
Pumpmen with single pump and doing coal hoisting.....	61.50
	Per day
Coalmen in charge of coaling points.....	2.15
Coal labourers.....	2.00

(Signed) Dr. McGIBBON, *Chairman.*

W. T. J. LEE, *For employés.*

#### MINORITY REPORT.

The text of the minority report of Mr. F. H. McGuigan is as follows:—

HON. W. L. MACKENZIE KING, C.M.G.,  
Minister of Labour.  
OTTAWA.

In the matter of dispute between the Canadian Northern Railway Company and its permanent maintenance-of-way employés.

I have carefully examined a copy of the Report made to you in this case, bearing the signatures of my colleagues on the Conciliation Board, and regret that (as in the case of the Canadian Pacific Railway Company) I find myself unable to agree with them, owing to their recommendations regarding the rules being in many instances unreasonable and impracticable, and also on account of the exorbitant increases in the rates of pay recommended, against the injustice of which I insistentlly protested during the meetings of the Board.

In view of the fact that the demand for increased pay and the radical changes in the rules were made simultaneously by the maintenance of-way employés on the Canadian Northern and Canadian Pacific Railways, it seems impossible to consider them apart. I have therefore embodied in this report much of the material used in my report in the Canadian Pacific Railway Company cases.

The most important question at issue in this dispute is the demand for increased wages, as set forth in the petition filed with the Honourable the Minister of Labour by the representatives of maintenance-of-way employés.

The three reasons given in support of this demand are:—

*First*—Increased responsibilities.

*Second*—Increased cost of living.

*Third*—Ability to pay.

*First*.—“Increased responsibilities.” To the citizen of ordinary intelligence who has given attention to the great improvements made in the physical conditions of Canadian railways in the past ten years, it must be quite apparent that there



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can be no foundation for the claim of increased responsibilities, as the physical condition of the Canadian Northern Railway has, in common with the other great Canadian railways, been vastly improved during the past five years, large sums of money having been expended in making such improvements.

*Second.*—“Increased cost of living.” The Company contended that the advances made in the rates of pay have more than offset any increase in the cost of living. This seems to have been borne out by a careful study of the figures submitted. It was also contended by the Company that a large number of their maintenance-of-way men were but slightly affected by the increased cost of living, as fifty to seventy-five per cent (varying with the season) of all men employed in maintenance-of-way work live, or board, in the boarding camps, boarding cars and boarding houses provided by the Company, and that there has been no change in the rates charged for board during the past five years, while there has been an increase in wages of about 30 cents a day.

*Third.*—“Ability to pay.” Before considering this feature of the dispute it is important to first determine whether or not any increase in wages is actually warranted. For guidance in reaching a conclusion on this point we ascertained the rates paid by numerous other large railways for similar service.

In addition to the other data, the following comprehensive table, compiled by Mr. J. L. Payne, Comptroller of Railways and Canals, for the Dominion of Canada, shows the number of officers and employes of each class, and their average rates of pay on the railways of Canada, as compared with those of the United States, comparison being on a basis of 100 mile units:—

	United States.		Canada.	
	Number per 100 miles.	Average daily pay.	Number per 100 miles.	Average daily pay.
General officers.....	2	\$12.67	2	\$10.72
Other officers.....	3	6.40	3	4.73
General office clerks.....	30	2.31	28	1.94
Station agents.....	15	2.08	12	2.16
Other station men.....	58	1.82	51	1.65
Enginemen.....	24	4.44	18	4.12
Firemen.....	26	2.67	20	2.53
Conductors.....	18	3.81	13	3.30
Other trainmen.....	49	2.56	32	2.12
Machinists.....	20	2.98	12	2.98
Carpenters.....	26	2.43	17	2.52
Other shopmen.....	83	2.13	62	2.19
Section foremen.....	18	1.96	18	2.18
Other trackmen.....	136	1.38	122	1.58
Switch tenders, crossing tenders and watchmen.....	19	1.73	7	1.57
Operators.....	17	2.30	12	2.20
Floating equipment.....	4	2.31	1	2.19
All others.....	90	1.98	71	1.95

The foregoing table clearly shows that in nearly every grade of railway employment the average wage rates in the United States are much higher than in Canada. The notable exceptions are the *higher wages paid to maintenance-of-way employes by the Canadian railways*, as follows:—

	Average rates, U. S. Railways.	Average rates, Canadian Railways.
Section foremen.....	\$1.96	\$2.18
Other trackmen.....	1.38	1.58
Carpenters.....	2.43	2.52



The above comparison shows that the average rate paid section foremen by the Canadian railways is 22 cents, other trackmen, 20 cents, and carpenters, 9 cents per day higher than paid in the United States.

If the wages paid by the Canadian Northern Railway Company be compared with the wages paid by its principal competitors among the great railways in the United States in contiguous territory, namely, the Northern Pacific, the Great Northern and the Chicago, Milwaukee & St. Paul, it will be seen that these lines pay their sectionmen (track labourers) only \$1.35 and \$1.45 per day, as against \$1.70 and \$1.75 paid by the Canadian Northern Railway Company making the latter rates 30 to 35 cents a day more than paid by any of the railways mentioned, the same ratio of difference in rates existing throughout all branches of the maintenance-of-way service, and showing the Canadian Northern Railway Company's wages to be more than twenty-five per cent. higher than paid by the above named railways for similar service.

Notwithstanding this substantial difference of a twenty-five per cent. higher rate in their favour, the men in their petition are demanding further increases, ranging from 25 cents to \$1.80 per day, which, if granted, would give an average amounting to about fifty per cent. more than is paid for similar service by competing lines in the Western States.

For these reasons this Board cannot justify any recommendation, or even a suggestion to grant the increases asked for, when it is so clearly shown that they are already receiving an average of about twenty-five per cent. more than the wages paid for the same class of service on competing lines. Such action would be a grave injustice, not only to the Canadian Northern Railway Company, but to all other railways, and to all other employers of labour throughout the Dominion, as it would establish a most pernicious principle, and a far reaching precedent affecting the whole industrial world.

Regarding "Ability to pay," any decision, recommendation or suggestion, favouring increased compensation to employes on this principle would be illogical, unwise and dangerous, as it would be an incentive to labour of every class to make unreasonable demands upon their employers, on similar grounds, and would inevitably lead to disputes and conflicts, which must prove disastrous to both employers and employes, and seriously retard and interrupt the development of Canada.

During the meetings of the Board, numerous schedules were presented showing the rates paid by other railways for similar work, and I pressed repeatedly for reasons justifying such recommendations as my colleagues seemed disposed to make, but was never able to obtain any, other than that the men demanded the schedule presented, and it was intimated that if not granted they would strike.

I am, therefore, unable to determine upon what ground my colleagues justify the increases recommended, as they are unsupported by evidence, reason or justice, and are unparalleled in the history of wage adjustment for this class of service, the law of supply and demand, and the rates paid for similar service by competing lines being entirely ignored. They can have no foundation, other than sentiment, and are totally at variance with the principle of conciliation and, therefore, a gross injustice to the Company.



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The recommendations regarding the rules contain many inaccuracies and contradictions, and are impossible of execution. (I enclose copy of the Company's objections filed with the Board by the Company's officials during the sittings).

In view of the fact that the Canadian Northern Railway rates for maintenance-of way service are practically twenty-five per cent. higher than paid by other lines in contiguous territory, except the Grand Trunk Pacific and the Canadian Pacific Railways, which are paying practically the same rates and were also served simultaneously by their maintenance-of-way employés with demands for largely increased rates of pay, and taking into consideration that a large percentage of the Canadian Northern Railway mileage has been but recently constructed, much of it through a new, sparsely settled, and comparatively undeveloped country, with very meagre earnings per mile of line, I cannot recommend any increases in the rates of pay.

I enclose herewith the schedule of rules with recommendation for their adoption.

(Signed) F. H. McGUIGAN,  
*Member of Conciliation Board for the Company.*

*Section 1.* By permanent maintenance-of-way employés is meant men employed in the track, bridge and building department, pumpmen and pump repairers, on such parts of the line that are open for traffic, and who have been in the maintenance-of-way service continuously for one year or more, or who have had one year's cumulative service during the three years immediately preceding, and the same will hereafter be referred to as employés. Labourers in extra gangs, unless practically engaged the year round, will not be ranked as permanent employés.

*Section 2.* Ten hours shall constitute a day's work. When required to work in excess of ten hours, time and a half will be allowed for such excess, and for work done on Sundays and Christmas day.

*Clause (a).* The hours of track and bridge watchmen will be twelve in each twenty-four. Twelve hours either continuously, or intermittently, will constitute a day, but they shall receive at least eight hours' continuous rest in each twenty four.

*Clause (b).* At regular pumping stations where the amount of work is such that it is necessary for pumpmen to work continuously for twelve hours in order to keep the supply up, overtime, if worked, will be paid *pro rata* up to 24K and between 24K and 7K at the rate of time and a half.

*Clause (c).* In cases of emergency employés will not be required to work more than twenty-four hours continuously without a rest of eight hours.

*Clause (d).* Section foremen and sectionmen travelling on orders of the Company to and from work after regular working hours will be allowed straight time. Members of bridge and building gangs travelling on orders of the Company to and from work after their regular working hours will be allowed straight time, except when provided with sleeping and boarding cars to carry them to and from their work. Members of regular bridge and building gangs travelling in boarding cars at the request of the Company on Sundays, between 7 K and 1SK will be allowed straight time.



*Clause (e).* Foremen will be allowed straight time for wet days, provided they remain on duty.

*Section 3.* Employés will be promoted hereafter on their respective superintendent's division in order of seniority, provided they are qualified. All employés shall be advised of vacancies or any new appointments that may occur in the department in which they are employed, and their application, if presented within ten days, will be considered. Employés may be transferred from one division to another for extra gang work, or on the opening of new lines, or when the necessary qualified men for maintenance-of-way work are not obtainable on the division.

*Clause (a).* In filling positions of roadmaster or bridge and building master, preference shall be given employés with proper qualifications (Superintendent to be judge.) Men may be taken from any point on the system in order of seniority.

*Clause (b).* Employés refusing promotion become junior to employés accepting such promotion.

*Clause (c).* An employé who is transferred to another department at his own request, or if transferred from the bridge and building department to the roadmaster's department, or *vice versa*, will lose his seniority standing.

*Clause (d).* Employés transferred by the Company to the construction department will not lose their seniority as employés.

*Clause (e).* A list of all employés will be prepared for each superintendent's division, and such lists will show the seniority standing of each employé. The lists will be revised from time to time to agree with length of service and promotions made, and a copy will be furnished representatives of employés. They will be open for correction on proper representation by the employé to the head of his department.

*Clause (f).* In the event of reduction in the number of men employed they shall be reduced according to classification and seniority.

*Clause (g).* Track, bridge and crossing watchmen are not subject to the general rules of promotion, being intended in these positions to take care of men in any department who become unfitted for other service.

*Section 4.* Any employé suspended or dismissed, or who considers that he has been unjustly treated shall, upon application in writing, receive full and impartial hearing, and will be advised of decisions reached within fifteen days after the time of their suspension or dismissal. Should the investigation show that the suspension or dismissal was unjust, time will be allowed and employé reinstated. Appeals from decisions must be made in writing by the employé, through his roadmaster or bridge and building master, within fifteen days after being advised of such decision.

*Section 5.* Leave of absence and free transportation will be granted to employés members of duly appointed committees for the adjustment of matters in dispute between the Company and employés, so far as is consistent with good service, within 10 days after request in writing has been made to the proper officer.

*Section 6.* Employés taken off their regular sections temporarily to work will be compensated for the boarding or lodging they necessarily incur.

*Clause (a).* Bridge and building employés taken away from their places of



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residence, or boarding outfits, will be compensated for the extra expenses they necessarily incur, such expenses not to exceed 50 cents per day.

*Clause (b).* Boarding and sleeping cars provided for regular bridge gangs shall be comfortably fitted up, well heated, lighted and properly ventilated and equipped with good safe trucks and suitable springs.

*Section 7.* Employés required to attend to and light semaphore or switch lamps before or after regular working hours will receive therefor \$1 per month for six or less lamps and 50 cents per lamp per month for those in excess of six. When lamps are located beyond the yard limits they will be attended to during the regular working hours.

*Section 8.* Employés called out for emergency work outside of their regular working limits requiring their absence beyond regular working hours will be supplied with boarding cars or given an opportunity to procure meals when desirable and practicable. No employé will be required to work more than seven hours without food.

*Section 9.* The Company will keep all section houses in good repair, the cost of repairs other than ordinary wear and tear to be charged to occupants.

*Clause (a).* Where water is transported for the use of section gangs good water will be provided.

*Section 10.* Employés will be granted leave of absence and transportation four times a year. Such free transportation will not extend beyond their Superintendent's division and the leave of absence will not exceed two days, and then only when consistent with good service and provided the Company is not put to any additional expense.

*Clause (a).* Permanent employés will be granted once per year free transportation to any point on the system in favour of themselves and members of their families dependent upon them for support.

*Clause (b).* A member of the household of permanent employés will be furnished with free transportation once a month to and from points where reasonable prices prevail, for the purpose of purchasing supplies, such transportation may be used by any member of the family only.

*Section 11.* Employés leaving the service of the Company when their services are required, in the event of reinstatement, will rank as new men.

*Clause (a).* Employés leaving the service of the Company from any cause whatever will be furnished with service letter on request in writing.

*Section 12.* Bridge and building gangs shall be composed of:

(1) Foreman.

(2) Carpenters, who shall be skilled mechanics in house and bench work, and have a proper kit of carpenters' tools.

(3) Bridgemen, who shall be rough carpenters, expert saw, axe and hammer men, and have a general experience in bridge work.

*Clause (a).* The rates of pay of bridge and building employés will be increased 15 cents per day each year until the maximum rate is reached and after five years continuous service they will receive the maximum rate for their class of service.



2 GEORGE V., A. 1912

TORONTO, November 29, 1910.

TO THE CONCILIATION BOARD,  
TORONTO, ONT.

The Canadian Northern Railway Company submits the following objections to certain matters which will be mentioned more fully in this statement.

*Section 1.* This section is objected to for the reason that at the present time men must be in the service of this Company one year before they can be eligible to participate in the benefits of the schedule as a whole. Clause No. 1 of the present schedule has been in force ever since the first schedule was made with this Company's maintenance-of-way employés, and until the presentation of the schedule now being dealt with it has always been considered by both the men and this Company that such an arrangement, as at present, was decidedly in the best interests of all concerned. This Company, therefore objects, most strenuously to any change being made from the present clause, believing as we do that if less time is allowed for men to qualify that it will undoubtedly impair the efficiency of the service.

*Section 2.* This section is objectionable for the reason that a nine-hour day on Saturday is to be paid for on a basis of ten hours; time and one-half to be allowed on Sundays, Christmas and New Years' Day instead of on Sundays and Christmas Day as at present, and that if called out after hours on regular working days, Sundays, Christmas and New Years' Days, a minimum of five hours straight time be allowed instead of actual time at the rate of time and one-half for excess time worked on working-days, Sundays and Christmas Day.

The schedule as now presented is without doubt based on a certain rate per hour and this Company is decidedly of the opinion that it is unreasonable to ask, or even to expect that it, or any other Company, should pay for services not performed. In the discussion that took place concerning that portion of the clause particular stress was laid by the Committee on the fact that there would not be any loss to this Company, for the reason that the men would do as much work on Saturdays in nine hours as they would do were they on duty ten hours. Such a statement is looked upon as being an admission that at the present time this Company is not getting a full measure of labour from our men. Of course it is admitted that it is possible that the Committee did not intend to convey that meaning.

With regard to the question of time and one-half on Sundays, Christmas and New Year's Days. The schedule that we are now working under provides that time and one-half be allowed on Sundays and Christmas Day. Owing to the closeness of dates on which Christmas and New Year's Days fall this Company considers that it would be a hardship to grant the men their request, but in view of the fact that it is no doubt a matter of sentiment with a majority of the men as to which day they particularly wish to recognize, this Company is willing that it shall be optional with the men as to which day they desire to observe; that is, if they notify the proper authority that they desire to keep Christmas Day, and for some reason it should be necessary for them to work on that day, they will be allowed the increased rate and will in return work New Year's Day at the ordinary rate, or *vice versa*.



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With regard to request for increase from three to five hours for a minimum time allowance for a call for service under certain circumstances. This Company cannot see any just reason for granting that request, nor as a matter of fact has any reason been advanced by the Committee. It is considered that the present arrangement is very liberal, and outside of shopmen this Company has never been asked for even a minimum of three hours. Furthermore it must be borne in mind that shopmen are not provided with houses at a very low rental, nor cars to live in where houses are not provided. Shopmen, as a general rule, live a much greater distance from the works and when called out in cases of emergency have a proportionately greater distance to travel. There is another important matter in connection with shopmen which should be taken into account, and should also be considered in dealing with Section No. 1, *viz.*, that shopmen have to serve an apprenticeship of from five to seven years to enable them to qualify for maximum pay whereas maintenance-of-way department employes, except carpenters, in some cases serve only a year before receiving the full rate.

*Section No. 2, Clause (a).* Request is made that twelve hours shall constitute a day's work for bridge watchmen, signalmen, pumpmen and pump repairers (the Committee agreeing to strike out switch tenders) and when required to work more than twelve hours, time and one-half to be allowed. At the present time the arrangement is that the hours of such men will be twelve hours in each twenty-four, and twelve hours either continuously or intermittently will constitute a day, and that they shall receive at least eight hours continuous rest in each twenty-four. Further, at regular pumping stations where the amount of work is such that it is necessary for pumpmen to work continuously for twelve hours in order that the proper supply of water may be kept up, overtime will be paid *pro rata* up to 24K and time and one-half between 24K and 7 K. The duties of bridge and track watchmen are not onerous, as it is only necessary for inspections to be made at certain intervals. It will be seen that the actual amount of work performed by an employé in such a position would, if computed on a straight twelve hours basis, give him at least sixty per cent. of idle time. Pumpmen are also worked under similar conditions.

In connection with pump repairers, this Company would state that these men practically arrange their own work. They are assigned to certain districts and make such repairs as are necessary. It would be an extremely hard matter to even attempt to figure what overtime they should work, but as a matter of fact it can safely be stated that the actual amount of work rendered by that class of employé to this Company during the year would show that no overtime at all was worked.

*Section No. 2, Clause (b).* The above mentioned Clause was agreed to.

*Section No. 2, Clause (c).* The above mentioned Clause was struck out by mutual consent.

*Section No. 2, Clause (d).* The above mentioned Clause was agreed to.

*Section No. 2, Clause (e).* This Company is unable to agree to the request made by the men in this connection, for the reason that the section foreman must be held responsible for his section.



*Section No. 2, Clause (f).* This Company cannot agree to the rule as written, but is willing to have it amended to cover only shopmen working for Bridge and Building Department.

*Section No. 2, Clause (g).* The above mentioned Clause was agreed to.

*Section No. 3 and Clauses (a), (b), (c) of Section No. 3.* The above-mentioned Section and Clauses were agreed to.

*Section No. 3, Clause, (d).* This Clause refers to the promotion of employés to the office of roadmaster or bridge and building master. The discussion in connection with the same resulted in Mr. Lowe, President of the International Brotherhood of Maintenance-of-Way Employés, stating that it was not the desire of his organization to in any way question the rights of this Company to place in such positions any person they desired. At that time, on behalf of this Company, a case was cited in which Mr. Fljoldal, General Chairman of the Maintenance-of-Way organization on the Canadian Northern Railway, protested to this Company's General Superintendent regarding the appointment of Roadmaster H. A. Mackenzie. It will therefore be seen, notwithstanding what Mr. Lowe stated, that it was the understanding of Mr. Fljoldal that seniority should prevail, and that he had jurisdiction over the matter. It is not reasonable to suppose that this Company could allow any person to dictate the appointment of officials, and in view of the fact that according to Mr. Lowe's own statement no good can be accomplished in embodying this clause, we therefore request its elimination.

*Section No. 3, Clauses (e) and (d).* The above mentioned Section and Clauses were agreed to.

*Section No. 3, Clause (g).* The Committee agreed to the elimination of the words "switch tenders," and also to that portion of the Clause which reads, "maintenance-of-way men to have preference." This Company also objects to including in this Clause, signalmen, no matter whether working at an interlocking plant or not. As stated, it has been decided that all signalmen will, on or before the first of January next, be transferred to the Transportation department, where they properly belong, and will not, thereafter, be within the jurisdiction of the Maintenance-of-Way department.

*Section 4.* This Company agrees to the present Clause being incorporated in the new schedule, with a reduction in time from fifteen to ten days. In discussing this Clause the Committee agreed to cut out the following: "and the Company shall bear the cost of such investigation or an appeal that is sustained." Also that portion reading: "The conditions in regard to witnesses, appeals and compensation shall prevail in this investigation, as above outlined."

*Section No. 5.* This Company agreed to Clause being amended so as to read: "Leave of absence and free transportation will be granted to employés members of duly appointed committees," etc.

*Section No. 6.* The above mentioned Clause was agreed to.

*Section No. 6, Clause (a).* In this Clause an increase in expense allowance is being asked from 50 cents to \$1 per day. This Company cannot agree to an increase on this account. It is the practice of this Company to board and lodge all the bridge and building gangs, in road service, at a general rate of \$4 per week, without regard to location.



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*Section No. 6, Clause (aa).* The above mentioned Clause was agreed to by making the following change: "Employés travelling on orders, &c." instead of "Section foremen and sectionmen travelling on orders, &c."

*Section No. 6, Clause (b).* The above mentioned Clause, as proposed, was not accepted, but a new Clause was afterwards drafted, which was accepted, and which was filed with the Chairman, but copy of same was not retained by this Company.

*Section No. 6, Clause (bb).* Clause as presented was not agreed to, but following was: "Any way-employé relieving a regular foreman by competent authority will be paid rate of foreman relieved during his absence. (Competent authority means roadmaster or bridge and building master)."

*Section No. 6, Clause (c).* It was agreed to eliminate the above mentioned.

*Section No. 6, Clause (cc).* During the discussion of this Clause, it will be remembered that there was a difference of opinion between the members of the Committee as to just what meaning this Clause was intended to convey. As a general rule this Company does not work a gang of twenty men or more with a section foreman, unless it be a section foreman at a terminal or other important point, and this would generally occur during the winter time when necessary to get as many men together as possible in order to clear up the snow, or perhaps in the case of a wreck. The men have already asked for higher wages for certain yards, and this Company cannot see any justice in the request contained in this Clause, by again asking for extra compensation on account of the number of men who might be put in their charge temporarily, and under emergency circumstances. This Clause cannot therefore be agreed to.

*Section No. 6, Clause (d).* If a section foreman having a gang of twenty men or more is not competent to keep a record of the time of sectionmen he should not accept the position. The effort required is certainly not burdensome.

*Section No. 7.* With regard to the new features contained in this Clause: This Company cannot agree to change from the article now in force which covers this work.

*Section No. 8.* This Company understood that an arrangement had been reached with regard to Section No. 8, with the exception of the last portion of it, which reads: "and receive double time upon being called to work on wreck work." Provision has already been made for men working overtime to be paid at the rate of time and one-half, and there certainly cannot be any reason why a man working at a wreck should receive more compensation than a man working at any other kind of work.

*Section No. 9.* Section houses are the property of this Company and there is no compulsion for a man to live in one of them if he does not so desire. It cannot therefore be seen why there should be any change made from the present schedule. So far as building pumping houses near pumping stations for pumpmen is concerned, this Company cannot consider such an arrangement.

*Section 9, Clause (a).* This Company is unable to concede anything more than what is now contained in the present schedule.

*Section No. 9, Clause (b).* This Company cannot accede to the request of the men in this connection as it is most unreasonable.



*Section No. 10, and Clauses (a), (b), (c), (d) and (e).* The above mentioned are all in reference to granting of free transportation under certain conditions. Transportation is the only thing that a railway company has to sell in order to obtain its revenue, and although a large portion of the requests made have been incorporated in previous schedules, still this Company contends that it is not within the power of anyone to give away its earnings, and therefore this Company requests that this Section and Clauses be eliminated. However, there is no intention whatever of dealing with the maintenance-of-way employés in the matter of transportation differently from any other class of employé, but do not consider that this Company should be compelled by an agreement to grant certain transportation. There is no reason why the maintenance-of-way men should not be dealt with in this matter the same as all other classes of employés, viz., under the general rules of this Company governing transportation which are issued from time to time.

*Section No. 11.* The above mentioned was agreed to.

*Section No. 12.* This Company cannot agree to have anything incorporated in the maintenance-of-way schedule which would make it compulsory to grant two weeks' leave of absence with full pay each year to men working twelve hours per day, or rated by the month. There is only one class of employés to whom holidays are granted, and they are the telegraphers. Such holidays are not granted to these men, however, unless they have been in the service for at least four years. There are certain conditions in the telegraphers' schedule which offset the holiday allowance, viz., telegraphers are only paid for overtime *pro rata* on the basis of their specified rate, that means, that should it be necessary to work a telegrapher three or four hours overtime he would not be paid for such time worked at a higher rate per hour than he receives per hour during his regular hours, and that also is the basis for pay he receives for Sunday work. In the case of the maintenance-of-way employés, however, it is altogether different. In addition, it should be borne in mind that the maintenance-of-way men working on a monthly or twelve hour per day basis, as a general rule, are men that have been injured in some branch of the service, or whose health prevents them from following their usual vocation, and for whom such employment has been provided in order that they may be able to live. This Company trusts, therefore, that the Board will understand that such men should not be classed as men performing arduous duties.

*Section No. 13.* The Committee agreed to strike out the following:

4. Blacksmiths and helpers.
8. Pipe fitters and tinsmiths.
9. Pile driving and steam shovel and hoist engineers.
10. Foremen and cranemen.

This Company is willing to agree to the Clause, provided also that No. 7, which covers Interlocking Signalmen, is struck out.

*Section No. 13, Clause (a).* The following clause was submitted and accepted by all concerned: "For service where a minimum and maximum rate is shown men will be started at the minimum rate and increased after each year's service 15 cents per day until maximum rate is reached, and after five years' continuous service, will receive maximum rate for class of service performed."



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*Section No. 13, Clause (b).* The above mentioned has been struck out by mutual consent.

To sum up the position of this Company generally. Whilst there has been a gradual but persistent increase in the cost of all materials required in the maintenance and operation of the Railway for years past, the same period has also been an active one in demands for reduction in freight and passenger rates. These demands have had their effects on the revenue of the Company, as is evidenced from the Annual Reports of the Company for the past four years submitted herewith. The basis of freight earnings is the rate received per ton mile, and below is submitted a memorandum showing the rates received by this Company for freight hauled per ton mile from 1907 to 1910 inclusive, from which it will be seen that comparing 1910 with 1907 there has been an absolute reduction in earnings on freight hauled per ton mile of .139 cents or equivalent to a loss of 15.92 per cent.:

1907.....	.873c
1908.....	.729c
1909.....	.736c
1910.....	.734c

There has also been a substantial reduction in revenue received per passenger per mile carried, the figures from 1907 to 1910 inclusive being as follows:

1907.....	2.835c
1908.....	2.381c
1909.....	2.344c
1910.....	2.184c

Showing that comparing 1910 with 1907 there has been an actual reduction in earnings per passenger per mile of .651c or equivalent to a loss of twenty-four per cent.

In order to keep pace with the demand of its employés for increased wages this Company has been compelled to spend large sums of money for heavier motive power and larger capacity cars, which made it necessary in turn to spend large sums on maintenance-of-way and the reconstruction of bridges and trestles to enable it to haul heavier and longer trains and thus offset in some degree the large increase in Operating Charges. This Company's Annual Statement already referred to shows they have been barely able to do so.

For years past the Canadian Northern Railway has carried on an active construction organization. Its owners have unlimited faith in the country, and in its development many miles of road have been constructed which cannot reach a profitable stage for some time to come. In the meantime the capital has been secured and the interest on the investment has to be paid although the earnings from such lines may not be sufficient to do so. In addition to that this Company is confronted with demands for reduction of tariffs, both freight and passenger, and on the other hand equally persistent demands for increased wages from all classes of employés, so that in endeavouring to meet both conditions in a reasonable way the Company has not been able to do more than make net earnings enough to pay its fixed charges. Inasmuch further as the territory tribu-



tary to this Company is to a large extent competitive with other Companies, any surplus revenue has to be expended to meet conditions arising from this cause. The Common Stockholders have not yet received any dividends and the prospects are because of this growing necessity cannot expect to receive any return on their stock in the immediate future.

Arguments have been advanced that in certain cities and towns labour has been paid a higher rate per day than this Company has paid. Objection is not taken to that comparison as a careful analysis of the matter will show that in cities like Winnipeg where it has been stated labour has been paid during certain periods of the summer months \$2.00 per day, that such rate of pay was only in force for about five months of a year, and that the same labour is available, and can be secured by any Railway Company for the balance of the time in each year at a rate not exceeding \$1.50 per day, whereas this Company pays \$1.75 per day the year round in accordance with the schedule under review.

It should also be borne in mind that this Company gives to its employés free transportation under certain conditions and in respect to its section foremen who live in Company's dwellings they have the advantage of a very low rental, in addition to which they not only receive free transportation for themselves and families, but the Company's Roadmasters in the past have also given the section foremen and sectionmen (who are married) the privilege of using old ties removed from the track, for fuel, in consequence of which we venture to say that only in exceptional cases has it been necessary for any of the Company's Road Department employés to purchase fuel.

It should also be pointed out that on account of the rapid expansion of the Canadian Northern, employés for several years past have received promotion much more rapidly than they could reasonably expect with Companies of older standing which has been the means of substantially increasing the wages of such employés affected.

This Company submits herewith a statement of wages paid, showing also by way of comparison the wages of the Great Northern and the Northern Pacific Railways, from which it will be seen that the rates paid by this Company at the present time are in excess of either the Great Northern or the Northern Pacific, although all the Companies in question are operating in territory where the conditions are practically similar.

This Company is also of the opinion that the most accurate and perhaps most simple way of dealing with the matter of wages is to deal with it on the basis of a rate per hour; in fact to adopt the same rule as far as practicable in respect to its maintenance-of-way schedule now under discussion as obtains in the payment of wages to labour generally.

For these and other reasons advanced this Company cannot agree to any increase in wages.



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**XXV. APPLICATION FROM DECKHANDS AT VANCOUVER AND VICTORIA, B.C., MEMBERS OF THE SAILORS' UNION OF THE PACIFIC, EMPLOYED BY THE CANADIAN PACIFIC STEAMSHIP COMPANY.—BOARD ESTABLISHED.—NO CESSATION OF WORK.**

Application received—September 20, 1910.

Parties concerned—The Canadian Pacific Steamship Company and deckhands at Vancouver and Victoria, B.C., members of the Sailors' Union of the Pacific.

Applicants.—Employés.

Nature of industry concerned—Shipping.

Nature of dispute—Concerning wages, hours, and conditions of employment.

Number of employés affected—86 directly, 50 indirectly.

Date of constitution of Board—October 27, 1910.

Membership of Board—His Honour Judge W. W. B. McInnes, Vancouver, B.C., Chairman, appointed by the Minister in the absence of a joint recommendation from the other members of the Board; Mr. G. S. McCrossan, Vancouver, B.C., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. J. H. McVety, Vancouver, B.C., appointed on the recommendation of the employés.

Report received—November 28, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by the employés concerned, the Company maintaining that it had no dispute with its employés and, therefore, no action on its part was necessary. No cessation of work occurred.

The Minister of Labour received on November 28, a unanimous report of the Board of Conciliation and Investigation to which had been referred certain matters in dispute between the Canadian Pacific Steamship Company and its employés commonly known as deck-hands, at Vancouver and Victoria. The members of the Board in this case were His Honour Judge W. W. B. McInnes, Vancouver, B.C., Chairman; George S. McCrossan, Vancouver, B.C., member appointed on behalf of the employing Company; and Mr. James H. McVety, Vancouver, B.C., member appointed on behalf of the employés. The dispute in question related to rates of wages, hours of labour and a demand for more sanitary quarters for the employés in question. The number of deck-hands concerned in the dispute was given in the application as directly eighty-six, and indirectly fifty. In its report, the Board expresses itself as satisfied that the deck-hands have a grievance regarding matters in dispute as to their hours, remuneration, accommodation and food. "As to all these demands," the report says, "we may add that it was proven that on most of the coasting boats operating in adjacent American waters the deck-hands enjoy better conditions of employment than are now being asked for here; also that the conditions in the same class of work in other parts of the British Empire are much superior."



The Department was informed on December 7, that the report was acceptable to the employés concerned. The Canadian Pacific Railway Company, in a letter addressed the Department by its general solicitor on December 19, maintained that it had no dispute with its employés in respect of any of the matters mentioned in the Board report, and that consequently no action on its part was in the Company's opinion necessary.

#### REPORT OF BOARD.

The text of the unanimous report of the Board of Conciliation and Investigation in this matter is as follows:—

VANCOUVER, B.C., November 22, 1910.

TO THE HONOURABLE THE MINISTER OF LABOUR.  
OTTAWA.

SIR,—In the matter of the Industrial Disputes Act, 1907, and in the matter of differences between the Canadian Pacific Steamship Company and its employés, commonly known as deck-hands, at Vancouver and Victoria.

We, the members of the Board of Conciliation and Investigation appointed herein, beg to report as follows:—

Meetings were held on November 5, 9, 10, 12, 17, 19, and 21. Many deck-hands gave evidence, some being members of the Sailors' Union and some non-union men. The Company, claiming that it had no dispute with its employés and that it had placed its position fully before you, refused to take part in the inquiry. Captain J. W. Troup, however, the manager of the Company's coasting steamers, appeared in obedience to a subpœna, and was examined at length.

The local branch of the Sailors' Union has a membership of 160; of these, thirty-five were deck-hands in the employ of the Company at the time the application herein was made, and twenty are now in its employ. The Union, in making the demands under consideration, represents, we believe, all the deck-hands, whether members of the Union or not.

The specific matters referred to us for investigation are set out in the application as being:—

1. A demand on the part of the men employed as deck hands for payment for work performed handling cargo on Sundays and holidays, when vessel is not in danger;
2. A reduction in working hours to ten hours per day, or the use of the watch and watch system;
3. Overtime rates of 50 cents per hour for work performed on Sundays, holidays and time worked in excess of the regular working day;
4. More sanitary quarters for men.

We will state our conclusions as to these in the same order:—

1. We consider it fair that work on Sundays and holidays should be regarded as overtime, and the men paid therefor at the rate suggested hereinafter for overtime.



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2. The request for a ten-hour day is reasonable. The evidence shows that on some "runs" the men had worked as long as thirty hours at a stretch, and that a fifteen-hour day was not unusual. On other "runs" the men were kept continually on the alert, because of frequent port calls, and became fagged from overwork and loss of sleep. These conditions are a matter of public concern, as in their results they directly affect the efficiency of the crews.

We are unable, on the facts before us, to recommend at this time the adoption of the "watch and watch system."

3. Time worked by men in excess of a ten-hour day and on Sundays and holidays should be paid for at the rate of 40 cents per hour. This (40 cents per hour) is the rate of wages paid longshoremen who do the same class of work as the deck-hands, when the boat is in port.

4. The accommodation for the deck-hands varied in the different boats from bad to fair. In nearly every case greater attention should be given to cleanliness and comfort. As to the food, the complaint was general. Captain Troup deposed that the food allowance per deck-hand for the month of July was 76 cents per day, and for the month of August, 80 cents. This is an ample allowance and should provide a good table for the men. We are not convinced, however, that the men do not receive anything like the food this allowance should supply. This trouble, we think, can be remedied by the Company exercising a closer supervision over its employés who are connected with the culinary service.

As to all these demands we may add that it was proven that on most of the coasting boats operating in adjacent American waters, the deck-hands enjoy better conditions of employment than are now being asked for here; also that the conditions in the same class of work in other parts of the British Empire are much superior.

Regarding the matters in dispute, therefore, we are satisfied, as above indicated, that the deck-hands have a grievance as to their hours, remuneration, accommodation and food.

All of which is respectfully submitted.

*(Signed)* W. W. B. McINNES, *Chairman.*

*(Signed)* JAS. H. McVETY, *For the Deckhands.*

*(Signed)* GEO. S. McCROSSAN,



**XXVI. APPLICATION FROM CONDUCTORS AND MOTORMEN, MEMBERS OF THE AMALGAMATED ASSOCIATION OF STREET RAILWAY EMPLOYEES OF AMERICA, NO. 99, EMPLOYED BY THE WINNIPEG ELECTRIC RAILWAY COMPANY.—BOARD ESTABLISHED.—EMPLOYEES CEASED WORK.**

Application received—October 22, 1910.

Parties concerned—The Winnipeg Electric Railway Company and conductors and motormen, members of the Amalgamated Association of Street Railway Employés of America, No. 99.

Applicants—Employés.

Nature of industry concerned—Street railways.

Nature of dispute—Concerning alleged discrimination against certain employés, members of the Amalgamated Association of Street Railway Employés of America, No. 99.

Number of employés affected—603.

Date of constitution of Board—November 11, 1911.

Membership of Board—Mr. W. J. Christie, Winnipeg, Man., Chairman, appointed on the joint recommendation of the other members of the Board; Captain William Robinson, Winnipeg, Man., appointed on the recommendation of the employing Company; and Mr. L. L. Peltier, Fort William, Ont., appointed on the recommendation of the employés.

Reports received—December 13 and December 15, 1910.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. L. L. Peltier, member appointed on the recommendation of the employés. The report of the Board not being acceptable to the employés they ceased work on December 16 to enforce their demand for the reinstatement of four discharged employés. A settlement was finally effected through the intervention of a committee of citizens, by which the strike was terminated on December 31.

The Minister of Labour received on December 13, the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Winnipeg Electric Railway Company and its conductors and motormen; on December 15, a minority report was also received, bearing the signature of Mr. L. L. Peltier, member appointed on behalf of the employés concerned.

The Board in this case was constituted as follows:—

Captain Wm. Robinson, of Winnipeg, Man., appointed on behalf of the employing Company; Mr. L. L. Peltier, of Fort William, Ont., appointed on behalf of the employés concerned; and Mr. W. J. Christie, of Winnipeg, Man., Chairman, appointed on the joint recommendation of the other two members of the Board.

The number of employés concerned in this dispute was given in the application as approximately 603.



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The dispute related to the discharge of four employés whom the Company claimed had violated its rules by drinking while in uniform; the employés alleged, however, that it was a case of discrimination, as the dismissed men were active members of the Amalgamated Association of Street Railway Employés of America.

In its report the Board found that the men had broken the Company's rules and that the Company was justified in their dismissal; also that the Company had not discriminated against any of the men. The Board also recommended that the reinstatement of the four men should be left to the judgment of the Company, as the latter was financially responsible to the public for damages in case of injury or loss of life.

The minority report by Mr. L. L. Peltier, member appointed on behalf of the men, stated that the evidence showed that there existed a certain freedom of conduct among the employés while off duty and that they occasionally entered places where liquor was sold, and also occasionally drank intoxicating liquor. The dismissal of the four men without any previous personal warning by the Company aroused a strong suspicion among the men that discrimination had been shown and that the Company desired to get rid of two of the Union's most active official members. The minority report concluded by recommending that the men should withdraw the charge against the Company of discrimination; that the Company should reinstate the dismissed employés and institute a system of overseeing the men before going on duty; and that the Company should co-operate with its employés towards a better understanding.

The majority report of the Board not being acceptable to the employés, the men ceased work on the morning of December 16 to enforce their demand for the reinstatement of the four discharged employés. A settlement was later effected through the intervention of a Citizens' Committee, by which the strike was terminated on December 31.

## REPORT OF BOARD.

The text of the majority report of the Board of Conciliation and Investigation in this matter is as follows:—

WINNIPEG, MAN., December 9, 1910.

To the Honourable W. L. MACKENZIE KING,  
Minister of Labour,

OTTAWA, ONTARIO.

Sir:

In the matter of dispute between the employés of the Winnipeg Electric Railway Company and the Winnipeg Electric Railway Company your Board of Conciliation and Investigation beg respectfully to report as follows:—

The Board held its first meeting on the 14th day of November, A.D. 1910, and completed its work on the 9th day of December, A. D., 1910. The nature and cause of dispute is as follows:—

The report of the Board was not accepted by the employés concerned, the latter ceasing work on December 16 and remaining out until December 31, when the strike was terminated through the intervention of a committee of citizens. It was understood that the Company maintained its unwillingness to re-employ the individuals who had previously been dismissed from its service.



The employés claimed that the Company had discriminated against certain of the employés on account of said employés having taken a very active interest in the Street Railway Employés' Union, and have discharged some four men claiming that these men were seen in bar rooms and saloons while in uniform although not on duty. The Company claim to have a rule that employés while in uniform and off duty shall not enter any bar room or hotel for the purpose of drinking and claim that the men discharged were guilty of breaking this rule, which is denied by the men; and the men claim that the sole reason for the discharge of these men is that they are men who are very active in Union matters.

Every assistance was given by both the employés and the Management of the Company to bring out all the evidence bearing on the matter in dispute. We were pleased to find that the object of the Amalgamated Association of Street Railway Employés of America was to discourage in every way the use of intoxicating liquor, and as the Company and its employés are responsible to the public for lives and injuries, it would be to the future benefit of both the employés and the Company to assist in every way to discourage the drinking habit and, therefore, minimize the possibility of accidents.

The Board decided to take evidence under oath and about forty-eight witnesses were examined. There were statements produced signed by about three hundred and fifty motormen and conductors to the effect that in their opinion, they were not breaking the rules of the Company by going into a hotel or bar room and drinking intoxicating liquor while wearing the uniform of the Company.

The following are the rules of the Company bearing on the cause in dispute:—

“Habits and personal conduct.”

“5. The following acts are prohibited:

“(a) Drinking intoxicating liquors of any kind while on duty.”

“(b) Entering any place where the same is sold as a beverage while in uniform or while on duty, except in case of necessity.”

“(c) Constant frequenting of drinking places.”

“(d) Carrying intoxicating drinks about the person while on duty.”

“(e) Carrying intoxicating drinks on the Company's premises at any time.”

“(f) Indulging to excess in intoxicating liquors at any time.”

“(g) Gambling in any form, including the laying of bets (and playing raffles) while upon the premises of the Company.”

“(h) Smoking tobacco while on duty.”

“(i) Smoking tobacco while off duty in any part of the Company's buildings, excepting the conductors' or motormen's rooms.”

“(j) Reading books or newspapers while on duty.”

As the motormen and conductors are working under the above rules we cannot understand their interpretation of same to justify their going into a bar and drinking intoxicating liquor while wearing the uniform of the Company. The evidence went to show that every man employed as motorman or conductor receipted for a book of rules and regulations and that there was no complaint that they had any objections to same. There were about twenty-three motormen and conductors discharged for drinking intoxicating liquor between the first of July, A.D. 1909 and the first of October, A.D. 1910, and the evidence went to show that in these cases



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there were no complaints made as to wrongful dismissal. On October the 12th, A.D. 1910, three motormen and one conductor were dismissed from the Company's service, to which exception was taken, and which is the cause in dispute. From evidence taken and admissions of the four men dismissed, we are satisfied that they entered bar rooms where intoxicating liquors were sold and drank same while wearing the Company's uniform, which is prohibited by the Company's rules.

We find that the Company was justified in dismissing these four men, and we also find that there was nothing produced in the evidence to substantiate the charge that the Company had discriminated against any of the men. The Manager of the Company states that no motorman or conductor was ever dismissed from the Company's service, who was seen going into a hotel or bar room after his day's work was finished.

Your Board have seriously considered the matter of asking the Company to reinstate the dismissed motormen and conductor, but as the Company are financially responsible to the public for damages in case of injuries or loss of life, we believe the matter should be left to the Company to decide on the merits of each individual case, as they have in the past disposed of similar cases.

The most recent rules that govern the use of intoxicating liquors are cited from a report of a Board of Conciliation and Investigation in a dispute between the Toronto Street Railway Company and its employés, dated the 29th day of August, A.D. 1910, which report states that for serious cases, including drunkenness, drinking in uniform or drinking on cars, employés may be suspended or dismissed at the discretion of the proper officials. These rules were accepted by both the Company and its employés.

All of which is respectfully submitted.

*(Signed)* W. J. CHRISTIE. *Chairman.*

*(Signed)* WILLIAM ROBINSON, *For the Company.*

## MINORITY REPORT.

The text of the minority report in this matter is as follows:—

The Honourable MACKENZIE KING,  
Minister of Labour,  
OTTAWA, ONT.

Sir,—

In the matter of the application of the motormen and conductors of the Winnipeg Electric Railway Company for the appointment of a Board under the provisions of the Industrial Disputes Act, to investigate and conciliate matters in dispute between themselves and the Winnipeg Electric Railway Company, I beg to submit to the Honourable the Minister of Labour this report in dissent to the majority report of the said Board.

The dispute, as shown in said application, grew out of the dismissal of four employés, members of Division 99 Street Railway Employés Union, two of said employés being active officers in the said Union. The dismissal was based upon



the alleged violation of the Company's personal conduct rules, which I reproduce below, said infraction consisting of:

*September 8.*—Conductor No. 358 and motorman No. 133 on leaving their cars met conductor No. 636 and went to the Criterion Hotel, where No. 133 drank two brandies, No. 358 drank two port wines, and No. 636 drank gin and ginger beer. All three men were fully uniformed and had their badge numbers on caps.

*September 21.*—Conductor No. 123 and conductor No. 358 when going off duty at 11.45 a.m., met conductor No. 636, and went to the Criterion Hotel, where all parties took intoxicating liquor. All parties were fully uniformed.

*October 4.*—As motorman No. 133 was going off duty he met conductor No. 636, who was at that time in plain clothes, and went to the Criterion Hotel. Motorman No. 133 drank G. & W. whiskey, and No. 636, in plain clothes, drank gin and ginger beer. This was repeated twice.

*October 11.*—As conductor No. 358 came off duty he met conductor No. 636 who was in uniform, but wore a Christie stiff hat, and they went to the Criterion Hotel. No. 358 took the badge off his cap before entering, and put it in his pocket. No. 636 drank beer. No. 358 drank beer, also. On the second treat No. 358 drank beer again, and No. 636 drank gin and ginger beer. These parties were fully uniformed with the exception of No. 358 who took his badge off his cap, and No. 636 wore street railway uniform, but did not wear any badge. No. 358 is Ruttle. Motorman No. 133 is Dunn, and No. 636 is Whelen.

The above charges were furnished the Board by the Company several days after its first meeting, and after repeated requests.

The above specific charges against these men were not to my mind, satisfactorily proven. The allegation against conductor No. 358 and motorman No. 133 were denied under oath by both these men. No witnesses were offered by the Company in rebuttal to prove the charges given as having been committed on September 21. In fact, the evidence produced by the Company in support of the above charges was meagre and not entirely reliable, and in most cases it is a matter of one man's word against another's. However, your Department might find it of interest to go over the voluminous evidence taken, and thereby satisfy yourself that my statement as to the meagreness and unreliability of some of the evidence is warranted.

For obvious reasons, numbers of motormen's and conductors' badges, as furnished by the Company, are given in lieu of names.

It has been customary for the employés to wear their uniforms off duty.

The following is the exact wording of the Company's rules relating to the question at issue:—

“*Rule 5.*—The following acts are prohibited:—

- (a) Drinking intoxicating liquors of any kind while on duty.
- (b) Entering any place where same is sold as a beverage, while in uniform or while on duty, except in case of necessity.
- (c) Constant frequenting of drinking places.
- (d) Carrying intoxicating drinks about the person while on duty.
- (e) Carrying intoxicating drinks in the Company's premises at any time.
- (f) Indulging to excess in intoxicating liquors at any time.



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Section (a) of Rule 5 is decidedly and admittedly proper, and is strongly endorsed by the employés. Evidence in abundance was furnished that the Union had refused to defend or intercede on behalf of those guilty of the violation of this section of Rule 5, also that the Company had reinstated men guilty of transgressing this section of the rule, although the Union had refused to intercede on their behalf.

(b) Is manifestly not capable of literal enforcement, or at least it would be difficult to compel its observance. It debars employés, while in uniform, though off duty, from entering any place where intoxicating liquor is sold. As liquor is dispensed in nearly every room in a hotel it would debar employés from entering a hotel, while the word "necessity" in the rule gives wide latitude of interpretation.

(c) clearly conveys the idea that occasionally entering drinking places is permissible, and only habitual entering is prohibited. This allows a wide range of individual liberty.

(d) and (e) come under the same category as section (a), and have the approval of the employés.

Sections (b), (c) and (f) are not consistent with each other. (f) it will be seen leaves much to personal judgement and inclination.

To my mind, the unproven specific charges against these men come under the last mentioned section of the rule, which to quote again, reads "Indulging to excess in intoxicating liquors at any time." But assuming that these men were guilty of the charges preferred against them, they manifestly had not drunk to excess. It may be worth while to point out that the existing agreement between the motormen and conductors and the Winnipeg Electric Railway Company was the finding of a board appointed under the Act, and whose decision was accepted by both parties. And I find from the stenographer's report of the proceedings of the said Board, under date of May, 1909, that the Company, through Mr. Phillips, their Manager, asked the Board to have the following clause incorporated in the said agreement, as Clause 25, namely, "Any motorman or conductor under the influence of drink when on duty, or drinking intoxicating liquors, or frequenting saloons or bar-rooms while wearing any part of the Company's uniform, may be discharged;" but the Board did not consent, and therefore the clause was not incorporated into the working agreement. It will be seen that the proposed Clause 25 is more definite and in scope more drastic than the Company's rules quoted herein.

I find further that the Company's present rule book bears date of December 15, 1909. The question that arises here is, was Manager Phillips' desire to put the above rule in the men's agreement an admission that the Company's own rules were indefinite and ambiguous, and especially sections (b), (c) and (f) wide open or nearly so; if this was the Manager's feeling, why did he not include this clause in the Company's rules issued some months later?

The evidence showed overwhelmingly that under the Company's rules and management there prevails a common usage and freedom of conduct among the employés while off duty, in uniform or otherwise, wherein the employés openly, unhesitatingly, and feeling that they were privileged to do so, entered occasionally places where intoxicating liquors were sold, and drank intoxicating liquors occasionally. This custom prevailed not only among the motormen and conductors,



but also among the Company's officers, as was proven under oath. It did not develop, in fact the evidence showed that the Company did not to any extent whatever use its prerogative of moral suasion or seek the co-operation of the Committees representing the men in individual cases in an effort to restrict even the excessive use of liquor. Therefore, what had been going on so openly so long, when checked or attempted to be checked by the dismissal of the four men in question, there developed a strong suspicion among the men that discrimination had been shown, and that the stringent method so suddenly employed without any previous personal warning by the Company, was prompted by its desire to get rid of two of the Union's most active official members. Further, the evidence established in my mind a conviction that the Company through its officers alone, without the aid of secret service agents, could have secured any day evidence of the fact that their employés did enter places where intoxicating liquors were sold, while off duty and in uniform, so that the employment of said secret service agents, upon whose reports the Company acted, was unnecessary, lends strength to the men's charge of discrimination, and has created a spirit of unrest and revolt among the Company's six or seven hundred employés.

And in addition to the sworn evidence, some 400 of the following statements, signed individually by the Company's motormen and conductors, were handed in to the Board and accepted by the Board in lieu of personal evidence.

“WINNIPEG, MAN., October 25, 1910.

“I, the undersigned, desire to make the following statement in lieu of personal evidence, which personal evidence I may not have the opportunity to give before the Board of Conciliation now about to investigate the dismissal of certain employés of the Winnipeg Electric Railway Company, the reasons for said dismissal being (as I understand) drinking in uniform.

I make statement in effect as follows: I have on various occasions gone into a hotel or saloon while in uniform for the purpose of taking a drink, and have felt perfectly free to do so as far as I understood and realized the rules of the Company in the matter of drinking in uniform. My impression and understanding of said rules was not that it carried a prohibition of taking a drink while in uniform, but only a prohibition of becoming drunk or getting under the visible influence of drink while on duty. I have never been under the influence of drink, but as stated before I sometimes have gone in to a hotel for a drink, wearing uniform, and in doing this I did not feel that I was under chastisement by the Company to the extent even of reprimand, much less suspension or dismissal.

To this statement I truthfully subscribe.

(Signed) .....

The Company submitted a statement to the Board showing some twenty-three motormen and conductors as having been dismissed from the service of the Company from July 1, 1909, to October 1, 1910 for drinking intoxicating liquors. Under criticism, the statement was afterwards modified, and most of the men, it is alleg-



## SESSIONAL PAPER No. 36a

ed, were discharged for being intoxicated or drinking on duty, or coming on duty under the influence of liquor, and not for merely having entered a place where intoxicating liquors were sold while off duty, in uniform, and taking a drink.

Although some thirty-eight of the oldest employés testified on oath that the privilege always enjoyed by the men of moderate drinking—taking a drink on the way home, was the usual way of putting it—while off duty, whether in uniform or not, and that this usage was general among the employés, the staff as a whole is composed of temperate men, though not all teetotalers. (Again, this would apply similarly to any large body of men). Nevertheless, it should be, and is, the imperative and manifest duty of the Company and the men, to give the public the largest possible measure of protection and best possible service. But this surely can be attained without either reflecting on the men or management or either, or taking from either liberty of movement and conduct off duty, so long as they behave themselves as good citizens. This protection can be given more effectually by the Company instituting a system of overseeing when the men report for duty, or at change-off points; thus the Company, at a moderate additional expense, could more effectually prohibit any employé going on a car unfit from any cause, than by ambiguous or unenforceable rules. What rule, for instance, can prevent an employé having intoxicating liquor in his home, a practice more dangerous than anything else, and to which above ambiguous rules or the arbitrary enforcement thereof would drive them; therefore overseeing going on, and on duty is to my mind the fairest and most effectual way of protecting the Company's property and the public from hazard.

I find further that Clause 17 of the men's working agreement with the Company provides as follows: "That when any motorman or conductor has been suspended or discharged from the service of the Company, and after investigation has been found not guilty of *sufficient cause* to warrant such discharge or suspension, he shall be reinstated and paid for all time lost." I especially draw your attention to the wording of this clause, "*found not guilty of sufficient cause to warrant such discharge or suspension he shall be reinstated and paid for all time lost.*" It will be seen from the charges against the dismissed men that even if guilty they had not gone beyond or transgressed section (f) of Rule 5, which refers to indulging to excess in intoxicating liquor *at any time*, and therefore that the men are justified under this agreement in maintaining that according to the provisions of Clause 17 of their agreement, if they have been found "not guilty of sufficient cause to warrant discharge, they shall be reinstated and paid for time lost."

I attach to this report, portion of the paragraphs from the official stenographer's report of the proceedings at the first meeting of the Board. I think that after perusing same you will bear me out in the contention that the procedure insisted upon by the management of the Street Railway Company was technical in its nature, and from the standpoint of conciliation, unfortunate. The Company had refused from the time of dismissal to furnish the three men, Dunn, Ruttle and Hall with specific charges, date, etc. The Company would not place these charges upon which it had based its action in dismissing the men, before the Board at its first meeting, but insisted upon using and did use the discharged men themselves, under oath, in an effort to prove the Company's contention that



they had offended against the rules sometime. At the evidence given by the men, they admitted having, in line with the prevailing custom among the employés, while in uniform and off duty, entered places where intoxicating liquors were sold, and occasionally drank intoxicating liquors, but in this admission they were only admitting that which the nearly 400 employés who signed the above statement had admitted, therefore the men feel that they have been discriminated against, and if the three men's admissions made under the circumstances I have recited are used against them it will but confirm them in their belief.

Manifestly, the conclusions reached herein are based upon local conditions, long existing usages among the men, the Company's rules, and the men's working agreement as assented to by the Company, and not as to rules embodied in working agreements between street railway employés and companies elsewhere.

In my efforts for conciliation I suggested, among other things, as a compromise having regard to all the circumstances, that the Board recommend the reinstatement of at least three of the dismissed men, namely Dunn, Ruttle and Hall, without pay for lost time, and subject to the men as a body consenting to a rule on personal conduct that would prevent future misunderstandings and would clearly state the limitations which should be put on the men's movements off duty and in uniform or otherwise. I believe the present to be an opportune time to reach such an agreement between the Company and its employés. The reinstatement of these men was also to be subject to the men withdrawing the charge of discrimination against the Company.

Having further regard to all the facts, as developed, and to the usage among the men, I am driven to the conclusion that the punishment was excessive, and in view of the strained relations existing between the Company and the men, and the evident imperative need of restoring harmony between the management and the men, so necessary to the maintenance of discipline and service, and in the interests of the public for whose comfort and convenience public service corporations are permitted to operate on the public streets, I feel it my duty to make the following recommendations with a view of affording an opportunity for further negotiations looking to an amicable settlement of the dispute:—

1. That the men withdraw the charge of discrimination against the Company
2. That the Company reinstate the men dismissed without pay for lost time, subject to the men agreeing to a clause as part of their working agreement defining clearly the Company's personal conduct rules, whose ambiguity I have endeavoured to point out.
3. That the Company institute a system of overseeing the men going on duty.
4. That the Company through its management co-operate with its employés through their accredited representatives toward a better understanding and the wiping out of misunderstanding to each other's mutual interests and the public weal.

Finally, I beg respectfully to submit for your consideration the advisability of your Department using its resources in a further effort at conciliation, all of which I respectfully submit.

(Signed) L. L. PELTIER.

WINNIPEG, December 12, 1910.



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**XXVII. APPLICATION FROM EMPLOYEES OF THE CROW'S NEST PASS COAL COMPANY.—  
BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD. NO CESSATION OF WORK.**

Application received—October 26, 1910.

Parties concerned—The Crow's Nest Pass Coal Company, Limited, and employés, members of the United Mine Workers of America, District No. 18.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Concerning increased charge for special train from Coal Creek, B.C., and return for use of certain employés, also alleged breach of agreement.

Number of employés affected—3,000.

Date of constitution of Board—November 18, 1910.

Membership of Board—Sheriff I.S.G. Van Wart, Calgary, Alta., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. S. Lane, Fernie, B.C., appointed on the recommendation of the employing Company; and Mr. Clement Stubbs, Bellevue, Alta., appointed on the recommendation of the employés.

Report received—February 18, 1911.

Result of inquiry—The Board presented a unanimous report which was accepted by the Company. The employés, however, stated that the award was not acceptable to them. No cessation of work occurred.

The Minister of Labour received, on February 18, the unanimous report of the Board of Conciliation and Investigation to which had been referred, for adjustment, certain matters in dispute between the Crow's Nest Pass Coal Company, Limited, of Fernie, B.C., and employés.

In the employés' application for the establishment of this Board the differences in question were embodied in two complaints, namely: (1) the increased charge by the Company for the use of special trains to convey those of their employés who were members of the United Mine Workers of America from Coal Creek, B.C., to Fernie, B.C., and return; and (2) an alleged reduction in the wages of certain employés in contravention of the existing agreement between the Company and its employés. The number of employés concerned in this dispute was given as 3,000.

The Company claimed that the trains and tracks belonged to the Morrissey, Fernie and Michel Railway Company, and that the schedule of rates objected to was passed by the Directors of the latter Company at a meeting held by them on March 11, 1910.

A Board was established in this matter by the Minister of Labour on November 27, 1910. Messrs. W. S. Lane, of Fernie, B.C., and Clement Stubbs, of Bellevue, Alta., were appointed members on behalf of the Company and of the employés respectively; and in the absence of any joint recommendation from the fore-



going, the Board was completed by the Minister of Labour on December 18 by the appointment of Sheriff I.S.G. Van Wart, of Calgary, Alta., as Chairman.

On the first point involved in this dispute the award of the Board of Conciliation and Investigation was substantially in favour of the men, the Board considering that the relations between the Crow's Nest Pass Coal Company and the Morrissey, Fernie and Michel Railway Company are so close that it is impossible to find the distinction between the two; and that, therefore, the Crow's Nest Pass Coal Company should, during the life of the agreement, continue to supply trains at the old rate. Regarding the question of the alleged unfair reduction of wages of certain employés, the finding of the Board was also in favour of the men with the exception of one instance where the Company's action is upheld.

The Department was advised on February 27 that the findings of the Board were accepted by the Crow's Nest Pass Coal Company. A letter was received in the Department on April 3, in which it was stated that the Board's findings were not acceptable to the employés concerned, members of District 18, United Mine Workers of America.

#### REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

In the matter of the Industrial Disputes Investigation Act, 1907, and amending Acts, and in the matter of certain disputes between the employés of the Crow's Nest Pass Coal Company, Limited, as represented by District No. 18, United Mine Workers of America, whose headquarters are at Fernie, B.C., and the said Crow's Nest Pass Coal Company, Limited, a body corporate, having its Head Office at Fernie aforesaid.

The Board of Conciliation in the above beg to report the following findings:

#### *Complaint I.—*

The Board find as follows:—

That the relations between the Crow's Nest Pass Coal Company, Limited, and the Morrissey, Fernie and Michel Railway Company are so close that it is impossible to find the distinction between the two; that the employés of the Crow's Nest Pass Coal Company, Limited, in regard to special trains, have always considered they were doing business with the Crow's Nest Pass Coal Company, Limited, and we, therefore, find that the Crow's Nest Pass Coal Company, Limited, should, during the life of the Agreement, namely, up to March 31, 1911, continue to supply trains at the old rate.

#### *Complaint II.—*

In regard to the cases of wages formerly paid to employés over and above the schedule price, we find that in the case of David Atherton, he was dismissed for cause by the Company and later signed on as a new man; therefore, he is not entitled to wages above the schedule price.

In the case of Parsons and Gaskell, we find these men were employed to work in an abnormal place, and had been promised their pay would be made up to the



extent of \$3.50 per day, and went to work on this understanding. Their wages for May were paid at the rate of \$3.25 per day. They afterwards made claim for sufficient to make their wages up to \$3.50 per day. This was allowed and paid by the Company, the Company claiming it was through a misunderstanding that the extra allowance was made. We find that these men had been working with the understanding that they were to receive \$3.50 per day, and that, therefore, the Company shall pay them at the rate of \$3.50 per day for their work during the month of June. This decision is not to be used as a precedent.

*(Signed)* I. S. G. VAN WART,  
*Chairman.*

*(Signed)* W. S. LANE,  
*Representing the Crow's Nest Pass  
Coal Company, Limited.*

*(Signed)* C. STUBBS,  
*Representing United Mine Workers of  
America.*



**XXVIII. APPLICATION FROM UNDERGROUND MINERS, MACHINE MEN, DRILLERS AND MUCKERS EMPLOYED BY THE WETTLAUER LORRAIN SILVER MINING COMPANY, LIMITED.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—NO CESSATION OF WORK.**

Application received—January 7, 1911.

Parties concerned—The Wettlaufer Lorrain Silver Mining Company, Limited, and underground miners, machine men, drillers and muckers.

Applicants—Employés.

Nature of industry concerned—Silver mining.

Nature of dispute—Concerning reduction in wages.

Number of employés affected—35 directly and 30 indirectly.

Date of constitution of Board—February 20, 1911.

Membership of Board—Mr. George Ritchie, Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. F. Taylor, Cobalt, Ont., appointed on the recommendation of the employing Company; and Mr. Chas. H. Lowthian, Silver Centre, Ont., appointed on the recommendation of the employés.

Report received—February 28, 1911.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by the employés concerned. No cessation of work occurred.

The Minister of Labour received, on February 28, the unanimous report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Wettlaufer Silver Mining Company, Limited, and underground miners, machine men, drillers and muckers in its employ.

In the application for the establishment of this Board it was stated that the dispute in question related to the proposed reduction of 25 cents per day in the wages of the men directly concerned. The number of employés affected in the dispute was given as thirty-five directly, and thirty indirectly.

The Board which was appointed to investigate this dispute was constituted as follows: Messrs. R. F. Taylor, of Cobalt, Ont., and Chas. H. Lowthian, of Silver Centre, Ont., being appointed on the recommendation of the Company and the employés concerned, respectively, and Mr. George Ritchie, Barrister, of Toronto, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board. Mr. John Seward, of Cobalt, Ont., was appointed on behalf of the Company. Mr. Seward's appointment, however, was not in accordance with section 42 of the Industrial Disputes Investigation Act. It was accordingly annulled and Mr. R. F. Taylor appointed in his stead.



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The Board met at Silver Centre on February 22 and at Cobalt on February 23, evidence being taken at both these sittings from representatives of the Company and the employés. On February 24, the Board met to consider the evidence submitted, and after considerable care in analysing the whole situation, came to the unanimous conclusion that the scale of wages now paid to the employés should stand, and recommended that the Company withdraw the action of its former manager in notifying the men that a cut of 25 cents per man would be made on January 4, 1911.

The Department was subsequently advised that the report of the Board was accepted by the employés concerned. On March 31, 1911, a letter was received in the Department from the Manager of the Wettlaufer Lorrain Silver Mines, Limited, in which it was stated that the latter was satisfied with the recommendations of the Board that the wage scale at the property should continue the same as it was before the proposed cut. The Company was not, however, satisfied with the way in which a certain part of the Board's report had been worded.

## REPORT OF BOARD.

The text of the findings of the Board of Conciliation and Investigation in this matter is as follows:—

COBALT, February 24, 1911.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of differences between the Wettlaufer Silver Mining Company and certain of its employés.

Between the Wettlaufer Mining Company, Employers and underground miners, machine men, drillers, muckers, and Patric Redmond, employés.

The Board of Conciliation appointed to adjust the disputes between the Wettlaufer Mining Company, Limited, and its employés met at Silver Centre on Wednesday, the 22nd day of February, 1911, at two o'clock, P.M.

Present: George Ritchie, Chairman; Charles H. Lowthian, and R. F. Taylor.

Each of the Board of Conciliation having been duly sworn, the Wettlaufer Mining Company were represented by John Seward, Edward Wettlaufer, and James McDonald; the employés being represented by William Davidson, James McIntosh and Dan McDougal. Both parties consenting, the Mining Company presented its side of the case, and submitted a scale of wages and confirmed their previous offer to increase that scale by 10 cents per day per man, because of the inconvenience of living in the locality of the Wettlaufer Mine, and submitted evidence which showed that the net result to the employés would be to their advantage, and a net loss to the Company, although the Company alleged that the change from the present scale of wages to the one proposed by them was done to operate the mine on more economic lines. Upon analysing the losses and gains both ways it was clear that the company would be the losers by the proposed change. After the Company's evidence was in the Board adjourned and convened a meeting in the bunk house at the mines in the evening, in the presence of all the employés. At this sitting several of the principal men came forward voluntarily and gave evidence showing that the local conveniences of living in the camp were fairly good, and did not



make any complaint, but submitted the scale of wages under which they were working, and preferred that the Company should continue to follow that scale without any alterations whatever. Although the men swore that the bunk house was overcrowded they were all willing to put up with this difficulty until the Company could see its way clear, as the mine developed, to furnish better accommodation, the mine being a new one. It developed during the taking of the evidence that the scale proposed by the Company was pretty well recognized by the miners in and around Cobalt, and the Board deemed it necessary to adjourn to Cobalt, reaching there on the evening of the 23rd of February. Having made general enquiries as to the scale of wages it appeared that about seventy-five per cent. of the miners in and about Cobalt are working under the scale submitted by the Company, and about twenty-five per cent. are working under the scale asked for by the employés.

A list of the companies and an estimated number of the men employed by them is hereto annexed.

On Friday, the 24th day of February, the Board met to consider the evidence submitted, and after considerable care in analysing the whole situation came to the unanimous conclusion that the scale of wages now paid to the employés should stand, and recommend that the Company withdraw the action of its former manager in notifying the men that a cut of 25 cents per man would be made on the 4th of January, 1911.

Attached to this report is a schedule submitted by the Company and marked as exhibit "2", and a scale of wages submitted by the men and marked as exhibit "1", together with a letter signed by Mr. Gauthier, marked as exhibit "3", letters from Elk Lake, Gowganda and Porcupine, marked as exhibits "4", "5", and "6". The recommendation of the Board has been submitted to the Manager of the Wettlaufer Mining Company, Limited, and which he is submitting to his Board of Directors in New York City with his recommendation.

Dated at Cobalt, Ont., this 24th day of February, 1911.

(Signed) GEORGE RITCHIE, *Chairman.*

(Signed) R. F. TAYLOR,

(Signed) CHAS. H. LOWTHIAN.

Respectfully submitted to

The Honourable W. L. MACKENZIE KING, C.M.G.,  
Minister of Labour,  
OTTAWA.

#### WAGE SCALE ADOPTED BY COBALT MINERS' UNION NO. 146, JULY, 1907.

The following scale was adopted unanimously for all mines in the district:—

Carpenters.....	\$ 3.50
Mechanics. ....	3.50
Pipe fitters.....	3.00
Blacksmiths.....	3.50



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Helpers.....	2.75
Engineers (nine hours).....	3.25
Over nine hours, 32½ cents per hour.	
Firemen (nine hours).....	2.75
Over nine hours, 27½ cents per hour.	
Ore sorters.....	2.75
Hammermen.....	3.00
Teamsters.....	2.75
Hoistmen (nine hours).....	2.75
Over nine hours, 27½ cents per hour.	
Cage or bucketers.....	2.75
Other labour on surface.....	2.50

## UNDERGROUND.

Timbermen.....	\$ 3.50
Machine men.....	3.50
Helpers.....	3.00
Cage or bucketers.....	2.75
Other underground labour.....	2.75

Miners ask that not more than 60 cents per day be charged for board; miners in shafts 25 cents extra per day; in wet shafts mine owners to furnish oil clothes to the men. Surface to work nine hours, and all underground work to be nine hours. Cooks' minimum wages per month, \$75.

Cobalt Miners' Union, No. 146, W.F.M.

## COBALT SCHEDULE.

Machine miners.....	\$ 3.25
Machine helpers.....	2.75
Muckers.....	2.50
Underground deckman.....	2.50
Underground cagetenders.....	2.50
Pumpman (per hour).....	.25
Underground hoistmen (per hour).....	.25
Shift boss.....	4.00
Ore sorters.....	2.50
Head ore sorters.....	2.75
Deckmen.....	2.50
Surfacemen.....	2.25
Mechanics (per hour).....	.30
Engineers (per hour).....	.30
Firemen (per hour).....	.30
Hoistmen (per hour).....	.25
Blacksmiths.....	3.50
Blacksmiths' helpers.....	2.75
Carpenters (head).....	\$3.50 or 35c.
Carpenters (general).....	3.25
Carpenters (helpers).....	2.75



RESPECTIVE SCALES OF WAGES OBSERVED BY THE COMPANIES OPERATING IN AND ABOUT COBALT.

The following companies pay the scale of wages fixed by Association of mine owners:—

The Rose & Lawson, O'Brien; Kerr Lake Mining Company; Nova Scotia; Right of Way; Cobalt Town Site; Cobalt Lake; Colonial; Crown Reserve; Chambers Ferland; Nipissing; Buffalo; King Edward; Provincial; Coniagas; Trethewey; about 1,900 men.

Those operating under the Employés' scale are:—

City of Cobalt; Temiscaming; Hudson's Bay; Green Meehan; Foster; Lagdola; Casey Cobalt; Ophir; Columbus; employing about 500 men.

COBALT MINERS' UNION NO. 146 OF THE WESTERN FEDERATION OF MINERS.

COBALT, January 31, 1911.

MR. CHAS. H. LOWTHIAN, *Secretary*, 148 *W.F.M.*,  
SILVER CENTRE, ONT.

DEAR SIR AND BROTHER,—In answer to yours of the 30th instant, in reference to the names of the different mines for the jurisdiction of this local paying the Union scale of wages. I am giving you here as complete a list as I can think of. Of course some of them are small mines, and partly closed down now on account of shortness of power.

The Red Rock, the Green Meehan, the Hudson Bay, the Temiscaming, the City of Cobalt, the White Mines, the Foster, the Lagdola, the Casey-Cobalt, the Meteor, the Alexandria, the Columbus, the Ophir, the Ontario Development Mining Companies. I can't give you further information as to how to act in the matter other than you have to appear when the appointed board will be notified to convene, and use your best judgement against the Company's man's arguments. It might be advisable to quote the result obtained by the Board in the Hudson Bay case. Let me know when the Board shall convene, and I will try and get you more particulars. C. B. Dugy was representing us vs. the Hudson Bay. You might communicate with him at Porcupine.

Fraternally,

A. U. GAUTHIER,  
*Secretary*, No. 146 *W.F.M.*

WAGES IN GOWGANDA CAMP.

*Labrick Mine—*

Machine runners (with board).....	\$ 3.25
Helpers (with board).....	2.75
Muckers (with board).....	2.25
Firemen (with board).....	3.00
Blacksmiths (with board).....	3.50
Engineers (with board).....	3.15
Nine hours and air.	



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Ottawa-Gowganda Mining Company—

Machine runners sinking (with board).....	\$ 3.75
Helpers (with board).....	2.50
Surface (with board).....	2.25
Nine hours and air.	

Boyd-Gordon Mining Company—

Machine runners (with board).....	\$ 3.50
Helpers (with board).....	2.50
Blacksmiths (with board).....	3.50
Engineers (per month with board).....	100.50
Power is air and nine hours.	

Calcite Lake Mining Company—

There is likely to be a strike declared here on the 15th proximo., unless a settle-  
ment is made. These people cut 32½ cents per day. Up to date the wages here  
have been:—

Machine runners (with board).....	\$ 3.25
Helpers (with board).....	2.50
Muckers (with board).....	2.25
Power air and nine hours.	

Powerful Mines, Limited—

Machine runners (with board).....	\$ 3.25
Helpers (with board).....	2.50
Power, steam, nine hours.	

Hudson Bay Mines, Limited—

Machine runners (with board).....	\$ 3.50
Helpers (with board).....	2.50
Blacksmith (machine steel) at all mines is \$3.50 and board, nine hours.	
Power steam.	

Reeves-Dobie, Blackburn & Big Six Mines—

Run ten hours and pay runners from \$2.80 per day upwards. Others in pro-  
portion. These are the only three mines operating upon the ten hours basis and  
unfair wages.

All of these properties are running today. These are all of the mines working  
in Gowganda Camp.

ELK LAKE, ONT., February, 20, '11.

MR. C. .H. LOWTHIAN, *Sæcretary*,  
Silver Centre Miners' Union, Silver Centre, Ont.

DEAR SIR AND BROTHER,—Hereunder you will find the general acknowledged  
wage schedule of this district.

Machinemen. ....	\$ 3.00—\$3.25 and board.
Helpers.....	2.50— 2.75 “



Muckers.....	2.25- 2.50	"
Hammermen.....	2.50- 3.00	"
Surface work.....	2.00- 2.50	"

Not more than nine hours' work for one day in any mine.

Your fraternally,

(Signed) P. DWYER,  
Secretary, Elk Lake Miners' Union No. 140.

ELK LAKE, ONT., Box 348.

PORCUPINE MINERS' UNION NO. 145 OF THE WESTERN FEDERATION OF MINERS.

P.O. Box 9, PORCUPINE, ONT., February 2, 1911.

MR. CHAS. LOWTHIAN,  
Secretary of Silver Centre No. 149,  
SILVER CENTRE, ONT.

DEAR SIR AND BROTHER,—In reply to your letter of January 30, in reference to wages paid by the mines operating in this district, I will endeavour to give you an outline as near as possible:—

*The Hollinger Company* pays:—

\$3.50 for machine men.....	9 hours.
3.25 for helpers.....	9 "
2.75 for muckers.....	9 "
2.50 for surface men.....	10 "
4.25 for blacksmiths.....	
4.50 for engineers. . . . .	12 "
Less board, 60 cents.	

*Flynn Vipond*—

Hammermen.....	\$ 3.75, 8 hours, 60c board.
Blacksmiths.....	4.00, 9 " 60c "
Engineers.....	3.75, 12 " 60c "
Deckmen.....	3.75, 12 " 60c "
Teamsters. . . . .	75.00 per month and board.
Surface men. . . . .	2.50 and board.

*Rea Mines*—

Hammermen.....	\$ 3.00 and board, 8 hours.
Blacksmiths.....	3.00 " 9 "
Surface men. . . . .	2.50 " 9 "
Engineers.....	3.50 " 9 "
Cook.....	90.00 " 9 "
Teamsters. . . . .	75.00 " 9 "



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*Scottish Ontario—*

Hammermen.....	\$ 2.75	and board,	9 hours.
Blacksmiths.....	4.00	"	9 "
Engineers.....	4.00	"	12 "
Surface men.....	2.50	"	9 "

*Crown Chartered Mining Company, (Scab)—*

Hammermen.....	\$ 3.00,	9 hours.
Surface men.....	2.50,	9 "
Machine men.....	3.50,	9 "
Engineers.....	3.75,	9 "
Blacksmiths.....	3.75,	9 "

Sixty cents off for board.

*Armstrong McGibbon Company (Scab)—*

Machine men.....	\$ 3.25,	9 hours.
Helpers.....	3.00,	9 "
Engineers.....	Cannot find out what wage paid	
Surface men.....	\$ 2.50,	9 "
Blacksmiths.....	3.50,	9 "

Steam drill furnish their own oil clothes.

Sixty cents off for board.

*Dome Mine—*

Machine men.....	10-12 hours,	\$ 3.50
Engineers.....	12 "	4.00
Blacksmiths.....	10 "	3.75
Surface men.....	10 "	2.25

Less 60 cents for board.

Those are a few of the principal mines working. There are several shell properties paying probably better than what is here listed. The Dome is owned by the Canadian Copper Company, of Copper Cliff, and it is an impossibility to organize there, at the present time.

Yours fraternally,

(Signed) E. P. McCURRY,  
Financial Secretary.



**XXIX. APPLICATION FROM EMPLOYEES OF THE NORTH ATLANTIC COLLIERIES COMPANY, LIMITED, PORT MORIEN, N.S.—BOARD ESTABLISHED.—COMPANY WENT INTO LIQUIDATION AND MINES WERE ACCORDINGLY CLOSED DOWN.**

Application received—January 16, 1911.

Parties concerned—The North Atlantic Collieries Company, Limited, Port Morien, N.S., and employés, members of Local Union No. 2173, District No. 26 of United Mine Workers of America.

Applicants—Employés.

Nature of industry concerned—Coal mining.

Nature of dispute—Concerning reduction in wages and conditions of employment.

Number of employés affected—110 directly and 150 indirectly.

Date of constitution of Board—March 9, 1911.

Membership of Board—Professor Robt. Magill, Halifax, N.S., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Duncan G. MacDonald, Sydney Mines, N.S., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. Alexander McKinnon, Glace Bay, N.S., appointed on the recommendation of the employés.

Report received—March 23, 1911.

Result of inquiry—Subsequent to the establishment of Board the Company went into liquidation, and the mines were accordingly closed down. The Board, however, prepared a report of conditions as they existed.

The Minister of Labour received, on March 24, the report of the Board of Conciliation and Investigation established to inquire into certain matters in dispute between the North Atlantic Collieries Company, of Port Morien, N.S., and its employés.

It was stated in the application that the number of employés affected in this dispute was 110 directly, and 150 indirectly; also, that the dispute related to a proposed reduction of wages by the Company.

A Board was established by the Minister, on February 16. The report of the Board was signed by the three members, namely: Mr. Duncan G. MacDonald, of Sydney Mines, N.S., member appointed on behalf of the Company; Mr. Alexander McKinnon, of Glace Bay, N.S., member appointed on behalf of the employés concerned; and Professor Robert Magill, of Halifax, N.S., Chairman, appointed by the Minister, in the absence of any joint recommendation from the foregoing.

In its report the Board said: "The Manager stated that for three years the Company has been in a difficult position. No dividends were paid with stock, common or preferred, interest with bonds was paid out of capital, and the Company failed to make even operating expenses. When the Board met the Company had gone into liquidation. The Eastern Trust Company, as Trustees for the



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bondholders, had taken charge and had dispensed with the services of the men except a few required to keep the mine unwatered." The Board was of opinion that the only purpose which it could serve was to discuss the situation with the representatives of the men, and the Manager and to report the same to the Department.

In its report the Board further said: "The issue was in general the rate of wages to be paid to the cutters, but it varied in the two sections of the mine. The Company proposed to enforce what it called the 'usual winter rate,' in the old section to be paid during the winter months, and it proposed a permanent schedule of rates for the new section, and in both sections the proposed rates were reductions as compared with the rates paid in the old section when the dispute began."

The report dealt in part with an alleged violation on the Company's part of section 57 of the Act, in respect of which "it appears to the Board that the Company did in the words of section 57 of the Act 'alter the conditions of employment with respect to wages.' The Union did not agree to this, having applied for a Board, but individual miners did, according to the Manager.

"The representatives of the Union claim that the Company violated section 57 of the Act. It appears to the Board that as a Board had been applied for on the whole dispute, no such change should have been put into force by the Company until the Department had granted or refused the application, and until the Board, if granted, had finished its work."

The Board also found that there is no doubt of the gravity of the Company's financial condition, but observes that the responsibility for this condition would require a more thorough and more formal investigation than this Board has so far attempted.

## REPORT OF BOARD.

The text of the report of the Board of Conciliation and Investigation in this matter is as follows:—

## TO THE HONOURABLE THE MINISTER OF LABOUR.

In the matter of the Industrial Disputes Investigation Act and in the matter of the dispute between the North Atlantic Collieries Company and its employés.

*The Financial Position of the Company.*—The Manager stated that for three years the Company had been in a difficult position. No dividends were paid with stock, common or preferred, interest with bonds was paid out of capital, and the Company failed to make even operating expenses. When the Board met, the Company had gone into liquidation. The Eastern Trust Company, as Trustees for the bondholders, had taken charge and had dispensed with the services of the men, except a few required to keep the mine unwatered.

*Work of the Board.*—Since the Industrial Disputes Investigation Act became law no Board of Conciliation has met under such circumstances as obtain in this case. For the present, there are neither employés nor employers. The parties to the dispute have ceased to be, so far as the relation of employer and employé is concerned. The main purpose of Boards of Conciliation is to conciliate two parties,



but in this case there are no parties to be conciliated. The members of the Board, the representatives of the men, and the Manager of the Company, agreed that it would be useless to attempt to draw up a schedule of rates of wages for the future. The only function left to the Board was to discuss the situation with the representatives of the men, and the Manager, and to report the circumstances to the Department.

*The Strength of the Union.*—The only labour organization at Port Morien is that of the United Mine Workers. A year ago the local union included in its membership a majority of the employés of the Company. During the summer months the membership decreased. Exoneration from payment of dues was granted, and the membership increased again during the present winter. When the dispute began the membership included most of the employés. The Manager of the Company based his estimate of the numerical strength of the Union on statements made to him about the number of those who had paid their dues. Because of the exoneration, however, the total membership was much larger than his estimate, and so far as numbers were concerned, the Union could fairly claim to include a majority of the employés of the Company.

*The Two Sections of the Mine.*—Till last summer the North Atlantic Collieries Company mined its own area, and this area is the old section. The distance from the shaft to this area is from one mile upwards, and it imposes a considerable cost of haulage upon the Company, and on the average two hours a day walking upon the men in going to and returning from the working places. Further in this area it was difficult to use mechanical cutters, the percentages of stone and slack were high, and the whole lay-out of the mine and the plant, according to the Manager, were such as to make operations expensive.

Between the shaft and this area lay an area owned but not mined by the Dominion Coal Company. The North Atlantic Collieries Company leased this area last summer, paying the Dominion Coal Company a royalty of 10 cents per ton. (This was in addition to the Provincial royalty.) This area is the new section of the mine.

If the North Atlantic Collieries Company was mining at a loss it seems strange that they should undertake to mine another area in which they would have to pay an additional royalty of 10 cents per ton. They believed, however, that the conditions in the new area would be more favourable, that the distance underground would be reduced, that the haulage would cost less, that machine-cutting would be facilitated, that the percentage of slack would be reduced, that the whole lay-out of the work would be better, and that the time spent by the men in going to and from their working places would be reduced fifty per cent. Development was accordingly proceeded with in the new section, and continued more or less till the beginning of the present year.

*The Issues Under Dispute.*—The issue was in general the rate of wages to be paid to the cutters, but it varied in the two sections of the mine. The Company proposed to enforce what it called the "usual winter rate" in the old section, to be paid during the winter months, and it proposed a permanent schedule of rates for the new section, and in both sections the proposed rates were reductions as compared with the rates paid in the old section when the dispute began.



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*The Winter Rate Question.*—Three and a half years ago the Company offered an advance in the cutters' rates of about 9 cents per ton in order to secure men. In the winter of 1908-9 they asked the men to agree to a reduction for the months of January, February, March and April, and the men agreed, on the condition that the higher rate should be re-established in the spring.

Further, there had been previous to that winter, two bonuses paid, one of \$1 per fortnight for full time worked, and one of 25 cents per ton for all coal cut over three tons per day.

In the spring, these bonuses were not restored, but the higher rate was restored.

Last winter the Company did not ask for this reduction. This winter the Company notified the men that this temporary reduction would be enforced. They did so because of their financial difficulties and because climatic conditions impose special difficulties during those months. Storms and snow affect the mining and the shipping, and often make banking necessary, and banking involves extra handling, increases the percentage of slack, and thus tends on the one hand to increase the cost of production, and on the other to decrease the price obtained for the coal.

When the reduction was proposed this winter the men objected. Their reasons were that they had consented to it two years ago only in order to assist the Company, that the banking of say twenty-five per cent, of the coal, even if it were necessary, would not involve much extra cost, that the increased cost of living made it impossible for them to accept any reduction, and that they had heard of the financial troubles of the Company too often to believe in them any longer.

It appeared that the lower rates in the old section would have affected about seventy-six miners for sixteen weeks. The average absenteeism among the men is a little over one day per week per man. Taking these figures as a basis for calculation, the men affected would have earned during those sixteen weeks \$10.40 each less than under the higher rate, and the Company would have saved on the wages \$780. This amount would not have saved the Company. And on the other hand, the men affected could have had during the sixteen weeks sixteen days on which they could either rest or work. Did they choose to work five of these days, they could earn the \$10.40.

Of the three representatives chosen by the men to put their case before the Board, two were employes of the Company, and these gave it as their opinion that had the men realized the gravity of the situation, they would, had they been asked, have met the Company in an endeavour to adjust this matter. So far as this issue is concerned, the Board believes that had the men realized how matters actually stood, there would have been little difficulty in reaching a settlement.

*The Proposed Permanent Rates for the New Section.*—The Company expected to do better in the new section than in the old. They expected, for example, to make greater use of mechanical cutters, to secure a larger output, to reduce the percentage of slack, and to lessen the cost of shipping. Further, they expected that the men would be able under the new conditions to cut more coal, so that a reduction in the rate of wages would not involve a reduction in the total amount of wages earned per man. These expectations had still to be tested. The operations in the new area have been so far chiefly development work, and they do not afford



much ground for testing whether these expectations were justifiable or not. The men believed that the reduced rate would mean a reduced total amount of wages, and they refused to agree to any such permanent reduction.

This was the graver issue of the two. A Board of Conciliation was applied for. Some men then went to work in the old section at the reduced winter rate. The representatives of the Union claim that these accepted the situation under protest and to avoid penalties under the Act. The machine cutters had already gone to work in the new section, at a compromised rate, but this was prior to the application for a Board. Any hand cutters that went to work in the new section at the reduced rate did so, according to the representatives of the Union, under protest. The Manager denies that there was any protest. There was delay in the appointment of the Board, and then the crash came. The Company owes the men about \$9,000 in wages. Liens have been registered, and the Eastern Trust Company has intimated that it will pay.

In regard to the proposed rates for the new sections, the vital question for the men was whether, working the same number of hours and at the same pace as formerly, they could earn the same total amount of wages. They believed that they could not, and therefore they objected to the reduction of the rates. The Company believed that they could, and this belief, along with their general financial condition, led the Company to attempt to enforce the reduction.

As stated, the operations in the new section up till the time the dispute began were in the nature of development work; and they afforded no positive proof one way or the other. The proposed reduction was based on an expectation which might or might not be verified in the event. In the new section the Company had to pay an additional royalty of 10 cents per ton, though in the old section, where they did not have this extra royalty, they had failed to make operating expenses. So far as the Board could see, the men might well fear that the reduced rate of wages might mean a reduced total of earnings, and they were justified in asking for a Board.

The application for a Board was decided upon on January 11, 1911, and it was duly forwarded. On January 25 the Company informed the Department that the winter rate had been accepted by the men for the old section, that a reduced rate had been accepted also for the new section, and that only a few men were idle.

It appears to the Board that the Company did in the words of Section 57 of the Act "alter the conditions of employment with respect to wages." The Union did not agree to this, having applied for a Board, but individual miners did, according to the Manager.

The representatives of the Union claim that the Company violated Section 57 of the Act. It appears to the Board that as a Board had been applied for on the whole dispute, no such change should have been put into force by the Company, until the Department had granted or refused the application, and until the Board, if granted, had finished its work.

*Conclusion.*—The Company submitted its books to the inspection of the Board, and there is no doubt about the reality and the gravity of the financial condition. The responsibility for this condition would require a more thorough and



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a more formal investigation than the Board has so far attempted. It seems to the Board, however, that the responsibility does not lie either upon the men or the present management. The present dispute about the winter rate in the old section and the permanent rates in the new section is not the cause of the financial crisis. This dispute might have been settled by a Board of Conciliation had it met in time, but the crisis would not have been averted thereby. It has been suggested to the Board that an investigation should be conducted with the object of:—

1. Fixing definitely the responsibility for the crisis.
2. Determining accurately how the proposed reduction would affect the total earnings of the men.

The present Board, however, believes that it is their duty to submit the matter to the Department, at the present juncture, and to leave the question of the necessity or advisability of such further investigation to the Department.

Dated this twentieth day of March, at Sydney.

(Signed) ROBERT MAGILL, *Chairman*.

(Signed) DUNCAN G. McDONALD.

(Signed) ALEXANDER MACKINNON.



**XXX. APPLICATION FROM FIREMEN AND HOSTLERS EMPLOYED BY THE KINGSTON AND PEMBROKE RAILWAY COMPANY.—PENDING ESTABLISHMENT OF BOARD SETTLEMENT WAS REACHED BETWEEN PARTIES CONCERNED.**

Application received—February 10, 1911.

Parties concerned—The Kingston and Pembroke Railway Company and firemen and hostlers, members of the Brotherhood of Locomotive Firemen and Enginemen.

Applicants—Employés.

Nature of industry concerned—Railways.

Nature of dispute—Concerning wages and conditions of employment.

Number of employés affected—11 directly and 20 indirectly.

Pending the establishment of a Board the parties concerned were advised that further efforts should be made to effect a settlement of the matters in dispute, and on March 11, 1911, the Department was informed that an amicable settlement had been reached.

The Minister of Labour was informed on March 14, that a settlement had been effected of the differences existing between the Kingston and Pembroke Railway Company and its firemen and hostlers, members of the Brotherhood of Locomotive Firemen and Enginemen; in connection with which an application had been made on February 19, for the establishment of a Board of Conciliation and Investigation to which the matters in dispute might be referred for adjustment. The points at issue related to a demand on the part of the employés for an increase in wages and for alterations in the rules governing their employment. The number of employés concerned was 11 directly and 20 indirectly. The establishment of the Board was delayed pending further negotiations between the parties for an amicable settlement.

The following letters were received in the Department from the Company and employés concerned in connection with the adjustment of the above dispute.

“The Canadian Pacific Railway Company.  
Law Department.

MONTREAL, 13th March, 1911

“F. A. ACLAND, ESQ.,  
Deputy Minister of Labour and Registrar of Boards of Conciliation  
and Investigation,  
OTTAWA, ONTARIO.

“SIR,—

“Re Industrial Disputes Act, Kingston & Pembroke Railway and its firemen and hostlers.



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“I am instructed by the Vice-President and General Manager of the Kingston & Pembroke Railway Company to inform you that a settlement has been effected of the differences existing between it and its firemen and hostlers.

“I have the honour to be,

Sir,

Your obedient servant,

(Signed) E. W. BEATTY,  
General Solicitor.”

“Brotherhood of Locomotive Firemen and Enginemen.

KINGSTON, March 11th, 1911.

“MR. F. A. ACLAND,  
Deputy Minister of Labour,  
OTTAWA, ONT.

“DEAR SIR,—Under date of February 9th, a Committee and I, on behalf of the firemen and hostlers employed on the Kingston & Pembroke Railway, made application to the Department for a Board of Conciliation and Investigation to inquire into certain disputes then existing between the Officials of the Kingston & Pembroke Railway Company and above mentioned employés regarding rules and wages governing their employment.

“Under date of February 25th I was advised by the Department that the Acting General Superintendent of the Kingston & Pembroke Railway had been instructed to take up the matters in dispute with the employés, having in view the reaching of an amicable settlement.

“The wishes of the Kingston & Pembroke Railway Officers being granted, I am now in a position to inform you that on this date a satisfactory agreement has been made and signed, effective March 1st, therefore the services of a Board of Conciliation and Investigation on this question is not required.

“Thanking you for prompt action on this question and your earnest desire to settle this dispute,

I remain,

Sincerely yours,

(Signed) E. A. BALL,  
1st Vice-President B. of L.F. & E.



**APPLICATION WHERE PROCEEDINGS WERE UNFINISHED AT THE CLOSE OF THE  
FINANCIAL YEAR.**

In addition to the applications received and disposed of prior to the close of the financial year, the following application has been received, concerning which proceedings were still pending on March 31, 1911:—

An application from the telegraphers employed by the Great North Western Telegraph Company of Canada, the number of employés concerned being estimated at 200 directly and 1,100 indirectly.